# TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1906.

No. ~~155~~ 10.

SEABOARD AIR LINE RAILWAY, PLAINTIFF IN ERROR,

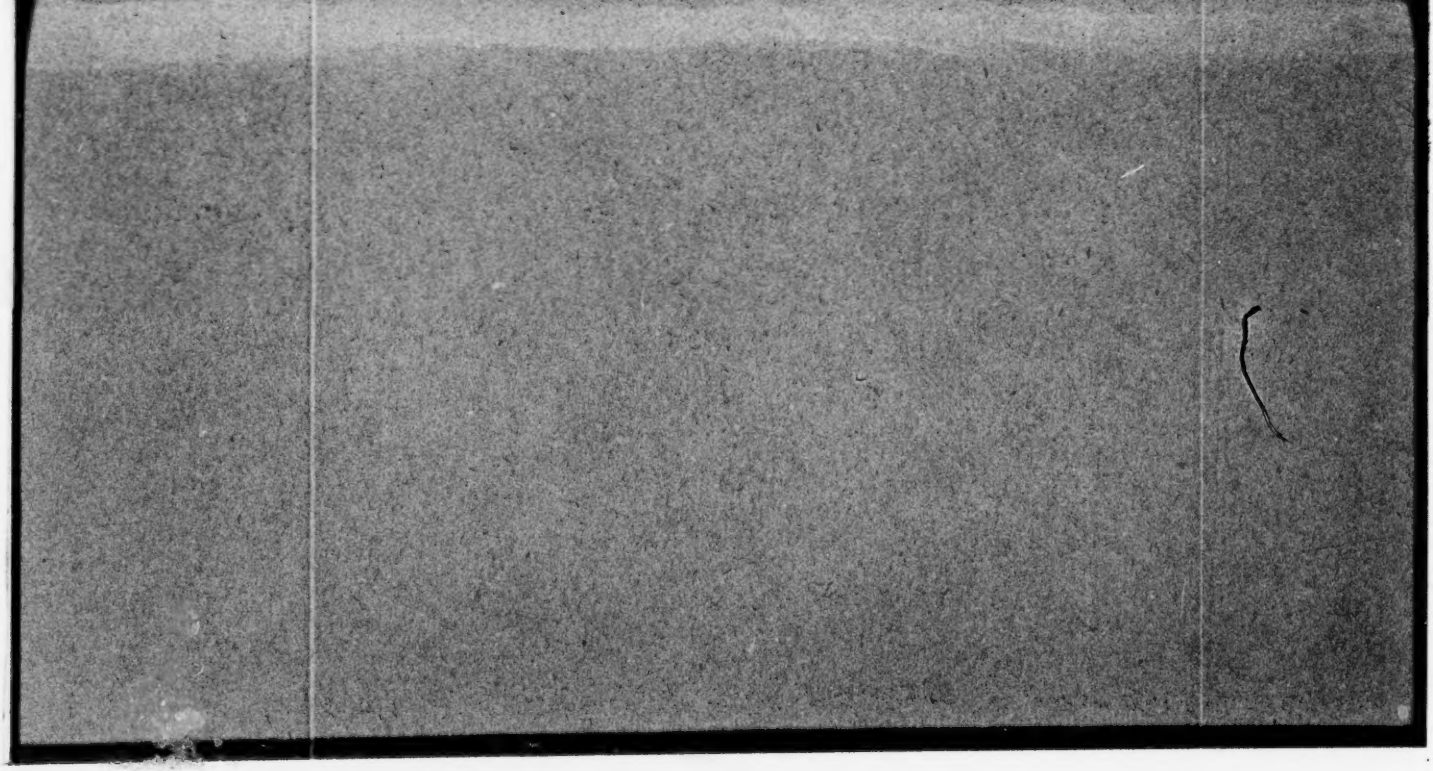
*vs.*

THE STATE OF FLORIDA UPON THE RELATION OF W. H. ELLIS, AS ATTORNEY GENERAL OF SAID STATE, ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF FLORIDA.

FILED JANUARY 6, 1905.

(19,591)



(19,591)

# SUPREME COURT OF THE UNITED STATES.

## OCTOBER TERM, 1905.

## No. 155.

SEABOARD AIR LINE RAILWAY, PLAINTIFF IN ERROR,

*vs.*

THE STATE OF FLORIDA UPON THE RELATION OF W. H. ELLIS, AS ATTORNEY GENERAL OF SAID STATE, ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF FLORIDA.

INDEX.


| | Original. | Print. |
|---|---|---|
| Caption | 1 | 1 |
| Petition for mandamus.....(omitted in printing).. | 1 | — |
| Exhibit A—Order No. 25 of railroad commission (omitted in printing) | 9 | — |
| B—Rule No. 1 of railroad commission (omitted in printing) | 10 | — |
| Motion for alternative writ | 11 | 1 |
| Order of submission of motion and petition | 12 | 1 |
| Order for issuance of alternative writ | 12 | 2 |
| Alternative writ of mandamus | 13 | 2 |
| Motion to quash alternative writ | 24 | 9 |
| Order setting motion to quash for hearing | 26 | 10 |


JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., Nov. 29, 1905.

| | Original. | Print |
|---|---|---|
| Order of submission of motion to quash | 26 | 10 |
| Order denying motion to quash alternative writ | 27 | 11 |
| Defendant's return to alternative writ | 27 | 11 |
| Minute entry of filing defendant's return to alternative writ | 37 | 17 |
| Motion to quash return to alternative writ and for issuance of peremptory writ | 37 | 18 |
| Order that briefs of both parties be filed and setting of case for oral argument | 39 | 19 |
| Notice of motion for leave to file a further and additional return to the alternative writ | 40 | 19 |
| Motion for leave to file an amendment to the return to the alternative writ | 41 | 20 |
| Order granting leave to file an amendment to defendant's return to the alternative writ and allowing plaintiff ten days in which to plead to such amended pleading | 41 | 20 |
| Further and additional return of defendant to alternative writ | 42 | 21 |
| Motion to quash further and additional return to alternative writ and for issuance of peremptory writ | 45 | 23 |
| Order of submission of motion to quash return to alternative writ | 47 | 25 |
| Opinion granting motion to quash returns and allowing defendant to file an amended return denying the reasonableness of rates | 49 | 25 |
| Judgment granting motion to quash returns and allowing defendant to file an amended return denying the reasonableness of rates | 68 | 36 |
| Amended return to alternative writ | 69 | 37 |
| Motion to quash amended return and for issuance of peremptory writ | 71 | 38 |
| Order denying motion to quash amended return and for peremptory writ | 72 | 39 |
| Joinder of issue and motion for order to take testimony | 73 | 39 |
| Order setting case for trial on October 4, 1904, and directing the issuance of commissions to take testimony | 73 | 39 |
| Order continuing hearing of case | 74 | 40 |
| Order of submission of cause on documentary evidence | 75 | 41 |
| Order of submission of cause on argument of counsel | 75 | 41 |
| Opinion awarding peremptory writ of mandamus | 77 | 42 |
| Judgment awarding peremptory writ of mandamus | 78 | 42 |
| Order amending minutes making W. H. Ellis a party relator in lieu of J. B. Whitfield, resigned | 79 | 43 |
| Petition for allowance of writ of error to Supreme Court of the United States | 81 | 43 |
| Order granting writ of error and fixing amount of supersedeas bond | 83 | 45 |
| Writ of error | 84 | 46 |
| Citation and service | 86 | 47 |
| Supersedeas bond | 87 | 48 |
| Assignment of errors | 90 | 49 |
| Petition for order extending time for filing record in the Supreme Court of the United States | 92 | 51 |
| Order extending time for filing record in the Supreme Court of the United States | 93 | 52 |

| | Original. | Print |
|---|---|---|
| Bill of exceptions | 96 | 53 |
| Exhibit A—Report of S. A. L. Ry. Co. to Fla. R. R. commission for year ending June 30, 1904 (parts omitted in printing) | 97 | 55 |
| B—Seventh annual report of Fla. R. R. commission for year ending March 1, 1904 (parts omitted in printing) | 193 | 95 |
| Chief justice's certificate to bill of exceptions | 295 | 102 |
| Clerk's certificate | 296 | 102 |
| Stipulation to omit parts of record in printing | 297 | 103 |

1-10 THE STATE OF FLORIDA:

In the Supreme Court.

Be it remembered that heretofore, to-wit: on the 26th day of January, A. D. 1904, the same being a day within the January term of the supreme court of the State of Florida, the State of Florida *ex rel.* the railroad commissioners of the State of Florida, J. B. Whitfield as attorney general of said State, and J. M. Barrs as special counsel for the railroad commissioners of the State of Florida, by its attorneys filed in the office of the clerk of the supreme court of the State of Florida its petition for an alternative writ of mandamus, which said petition is in the words and figures following, to-wit:

* * * * * * *

11 And afterwards, to-wit: on the 26th day of January, A. D. 1904, the plaintiff filed its motion for an alternative writ of mandamus, which motion is in the words and figures following, to-wit:

In the Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS of the State of Florida, J. B. Whitfield, as Attorney General of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida,
vs.
THE SEABOARD AIR LINE, a Corporation under the Laws of the States of Virginia and North Carolina.

Come now the relators and present to the court a petition, and move the court that an alternative writ of mandamus do issue as prayed in said petition returnable as the court may direct.

RAILROAD COMMISSIONERS OF THE STATE OF FLORIDA,
J. B. WHITFIELD, Attorney General,
J. M. BARRS, Special Counsel,
By J. B. WHITFIELD, Attorney General.

And on the same day, to-wit: the 26th day of January, A. D. 1904, the supreme court made an order in the words and figures following, to-wit:

12 Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS *et al.*, Relators,
vs.
THE SEABOARD AIR LINE RAILWAY, Respondent.

This cause is this day submitted to the court upon motion and petition for an alternative writ of mandamus against the respondent

herein, but the court not being advised of its judgment in the premises time is taken to consider thereof.

And afterwards, to-wit: on the 2nd day of February, A. D. 1904, the supreme court made an order that the alternative writ of mandamus issue, which order is in the words and figures following, to-wit:

Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS *et al.*, Relators,
vs.
THE SEABOARD AIR LINE RAILWAY, Defendant.

Upon consideration of the motion and petition herein it is ordered that an alternative writ of mandamus do issue herein directed to the respondent, returnable on Tuesday, the 16th instant, in conformity to the said motion and petition filed.

13 And afterwards, to-wit: on the 10th day of February, A. D. 1904, an alternative writ of mandamus was filed in the cause, which writ is in the words and figures following, to-wit:

In the Supreme Court of the State of Florida.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS of the State of Florida, J. B. Whitfield, as Attorney General of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida,
vs.
THE SEABOARD AIR LINE RAILWAY, a Corporation under the Laws of the States of Virginia and North Carolina.

The State of Florida to the Seaboard Air Line railway:

Whereas, by a petition caused by the railroad commissioners of the State of Florida to be filed in this court in the name of the State of Florida, by the railroad commissioners of the State of Florida, J. B. Whitfield as attorney general of the State of Florida, and J. M. Barrs as special counsel for the railroad commissioners of said State, it has been made to appear:—

1. That the Florida West Shore railway is a railroad company, a corporation of the State of Florida, and has constructed its line of railway from a point about four miles southwest of Turkey Creek, a station on the main line of the Florida Central and Peninsular railroad, which railroad is now known as the Seaboard Air Line railway, at which point the said line of railway of

14

the Florida West Shore railway connects with a branch of the said Florida Central and Peninsular railroad, known as the "Turkey Creek branch," and runs in a southwesterly direction to the town of Sarasota, in Manatee county, Florida, with branch lines to Terra Ceia, Lemon and Palmetto, and that all of the said main line and branch lines of said Florida West Shore railway are within the State of Florida.

2. That the Seaboard Air Line railway is a corporation of the States of Virginia and North Carolina, and now controls and operates, and since the 1st day of June, 1903, has controlled and operated the said Florida Central and Peninsular railroad, known as the Seaboard Air Line railway, and owns, controls and operates, or controls and operates divers other lines of railroad in the State of Florida.

3. That the said Seaboard Air Line railway and the Florida West Shore railway entered into a contract with each other on the 1st day of June, A. D. 1903, in which it was agreed by them as follows:

"This agreement made and executed on this the first day of June, A. D. nineteen hundred and three (1903) between the Seaboard Air Line railway, a corporation of the States of Virginia and North Carolina, hereinafter called the "Seaboard," party of the first part, and the Florida West Shore railway, a corporation of the State of Florida, hereinafter called the "West Shore," party of the second part:

"Whereas, the West Shore has constructed its line of railway from a point about four (4) miles southwest of Turkey Creek, a station on the main line of the Florida Central & Peninsular railroad, (which latter railroad is controlled and operated by the Seaboard Air Line railway), at which point the said line of railway of the West Shore connects with the Turkey Creek branch of the said Florida Central & Peninsular railroad, and runs in a southwesterly direction to the town of Sarasota, in Manatee county, Florida, with the branch lines to Terra Ceia, Lemon and Palmetto; and

"Whereas, the West Shore contemplates the extension of said line of railway from Sarasota southwardly to a point at or near Charlotte Harbor in De Soto county, Florida, and

"Whereas, the West Shore has no equipment, rolling stock or motive power and is unable to operate its said line or railway without the acquisition of the same; and

"Whereas, the Seaboard desires to derive the benefit from the opening up and development of the territory through which the railway of the West Shore runs; and

"Whereas, it is deemed to be to the mutual interest and advantage of the stockholders of the Seaboard and the West Shore that the railway of the West Shore should be operated in connection with the Seaboard:

"Now, then, in consideration of the premises, and of the advantages and benefits to be derived by each of the said parties from the contracts of the other, it is hereby mutually covenanted and contracted as follows:

"First. The Seaboard agrees to furnish the West Shore railway with the necessary equipment for the operation of its line of railway and agrees to cause the same to be operated by its officers and agents for the benefit of the stockholders of the West Shore.

"Second. The term "equipment" shall embrace engines and coaches, freight and passenger, switch engines or construction trains and rolling stock of every kind and description, necessary in the operation of the railroad, together with all tools, implements and other accessories incident thereto.

"Third. The West Shore shall pay for the use of said equipment the same rentals which the Seaboard now charges its ancil-
16 lary lines for the use of similar equipment, it being understood that if at any time either party shall become dissatisfied with the rate of rental so charged, such party shall have the right to call for a re-adjustment of said rate and if such re-adjustment can not be had by agreement, then the question of rentals shall be submitted to arbitrators to be selected as hereinafter provided, who, after investigation of the matter, shall decide whether or not in equity and justice there ought to be any change in the rate of rental, and if so, fix a rate which, in their judgment, would be fair and equitable to all concerned, and the decision of the arbitrators in the premises shall be conclusive upon both parties hereto.

"Fourth. The West Shore agrees that it will bear such proportion of the salaries of the officers of the operating and traffic departments of the fifth division of the Seaboard as the mileage of the West Shore bears to the mileage of the said division, which said proportion is hereby fixed at the sum of three hundred and fifty dollars ($350) per annum.

"Fifth. It is understood and agreed that the compensation for the use of equipment hereinbefore provided, and the proportion of salaries to be paid by the West Shore shall be considered as part of the operating expenses of the railway of the West Shore.

"Sixth. It is understood and agreed that the taxes, assessments, insurance, damages to persons or property incurred by reason of the running of cars or through the operation of the railroad, and all other items of expense of every class and description customarily included in the operating expenses of a railroad, shall be considered as part of the operating expenses of the railway of the West Shore.

"Seventh. It is understood and agreed that the sum of one hundred and twenty-five dollars ($125) per month shall be allowed and paid to the West Shore out of the earnings of the railway to
17 be used by it in paying salaries of such of its officers as are not engaged in the direct operation of the company, and in otherwise keeping up the corporate organization of the company, and the said allowance to be considered as a part of the operating expenses of the West Shore.

"Eighth. The Seaboard agrees to guarantee the payment, as the same matures, of both the principal and interest of a series of bonds of the West Shore, known as first mortgage four per cent. (4 %) thirty

year gold bonds, issued and to be issued at the rate of fourteen thousand dollars ($14,000) per mile, of which eleven thousand five hundred dollars ($11,500) per mile shall be used in the payment for the construction of the railway of the West Shore, and the remainder of said bonds, to-wit, twenty-five hundred dollars ($2500) per mile, to remain in the treasury of the company and only to be used for its legitimate corporate purposes, by resolution of the board of directors of the West Shore, sanctioned and approved by resolution of the board of directors of the Seaboard.

"Ninth. It is understood and agreed that in the event the gross earnings derived from the operation of the railway of the West Shore are not sufficient to meet the operating expenses and fixed charges of said railway, as hereinbefore provided, the Seaboard will make good any such deficiency, and the West Shore, in consideration thereof, hereby covenants and agrees that at the expiration of every six (6) months it will execute to the Seaboard its non-interest bearing obligations wherein it will bind itself to pay to the Seaboard any such deficiency for the six (6) months immediately preceding, out of the net earnings of the company, over and above the operating expenses and fixed charges, and the same may hereafter accumulate from time to time, and it is distinctly understood and agreed that no dividends can be declared on the capital stock of the West Shore so long as any of its obligations for deficiency in income, as aforesaid, are outstanding and unpaid.

18 "Tenth. The Seaboard agrees that it will treat the West Shore as a favored connection and give it a fair and equitable proportion of the revenue derived from the interchange of business between the companies.

"Eleventh. It is understood and agreed that the officers and agents of the Seaboard who may be charged with the operation of the line of railway of the West Shore, shall in all matters pertaining to the business of the West Shore be deemed and considered the officers and agents of said company.

"Twelfth. It is understood and agreed that the president and director of the West Shore shall be entitled to annual passes over all lines operated by the Seaboard in the State of Florida, including the line of the West Shore.

"Thirteenth. The Seaboard agrees that it will keep accurate books of account of the revenue of the West Shore and will render monthly to the president of the West Shore an itemized statement of the earnings and expenses of said railway, and it further agrees that it will pay into the treasury of the West Shore on or before the fifteenth day of each month any surplus of earnings of the preceding month, after having deducted cost of operation.

"Fourteenth. In case differences should arise between the parties hereto as to the interpretation and meaning of any clause or phrase of this contract, it is agreed that such differences shall be submitted to a board of arbitrators for adjustment, the Seaboard to select one arbitrator and the West Shore one arbitrator, and the two arbitra-

tors thus chosen to select an umpire; the award of the board of arbitrators shall be final and conclusive upon the parties.

"In witness whereof the parties hereto have caused these presents to be executed by their respective presidents and sealed with their respective coporate seals, duly attested by their respective sec-
19 retaries, the day and year first above written.

SEABOARD AIR LINE RAILWAY,
By J. S. WILLIAMS, President.
Attest: D. C. PORTEOUS, Secretary.
FLORIDA WEST SHORE RAILWAY,
By W. W. MACKALL, President.
Attest: C. L. HELLER, Secretary.

"Executed in the presence of

J. S. HAZLEN,
W. H. A. AUSTIN,
As to W. W. Mackall and C. L. Heller.
E. J. ATWILL.
EDWARD L. DOUGLASS,
Notary Public, Chatham County, Ga.

4. That the said Seaboard Air Line railway has since the 1st day of June, A. D. 1903, controlled and operated, and now controls and operates the said Florida West Shore railway and its branch lines under the said contract of June 1st, A. D. 1903, hereinbefore set out, and the said Florida West Shore railway is now, and since the 1st day of June, A. D. 1903, has been under the management and control of the said Seaboard Air Line railway, and under one and the same management as the Florida Central & Peninsular railroad, alias the Seaboard Air Line railway.

5. That, on the 25th day of June, A. D. 1903, the railroad commissioners of the State of Florida, in session at their office in Tallahassee, Florida, having previously given due notice to the said Seaboard Air Line railway, and after having heard argument in behalf of said company, ordered and adjudged that a certain schedule of freight tariffs should be allowed and adopted for freight shipments from points in Florida to points in Florida, over the Seaboard Air Line railways, to apply to shipments from or destined to points on the Florida West Shore railway, and from points on the Florida West Shore railway to points on the Florida West Shore railway, and that the same should be put into operation and become
20 effective on the 1st day of July, A. D. 1903, notice of which was given to the said Seaboard Air Line railway, and that the said schedule of freight tariffs adopted in and by the said order of the said railroad commissioners is the same as appears in the duly certified copy of said order hereto attached and marked "Exhibit A."

6. That the Seaboard Air Line railway has not yet adopted said

schedule of freight rates, as fixed in said order, and still refuses so to do, but on the contrary thereof charges freight tariffs for freight shipments from points in Florida to points in Florida over the Seaboard Air Line railways from or destined to points on the Florida West Shore railway, and from points on the Florida West Shore railway to points on the Florida West Shore railway, in excess of the rates fixed in and by said order, and in violation of said order, and of chp. 4700 of the Laws of Florida and of rule 1 of rules governing the transportation of freight, duly adopted by the railroad commissioners of Florida, and operative since November 1st, A. D. 1897, which said rule is as follows, to-wit:

"III. Rules Governing the Transportation of Freight.

"Connecting Railroads Under the Same Management.

"1. All connecting railroads which are under the management or control, by lease, ownership or otherwise, of one and the same company, and all connecting roads, the majority of whose stock is owned or controlled directly or indirectly, by one of the connecting lines, shall, for the purpose of transportation, in applying their schedules of freight rates, be considered as constituting but one and the same road, and the rates shall be computed as upon parts of one and the same road, unless otherwise specified. The fact that each of said roads has a separate board of directors shall not prevent the application of this rule. Whenever any railroad company owns and operates in connection with its road, and for the purpose of transporting its cars, freight or passengers, any steamer or other water craft, such steamer or water craft shall be deemed a part of its said road."

21 7. And it is further shown that the said railroad commissioners and the people of the State of Florida are entirely without remedy to enforce said order and rule, unless it be afforded by the interposition of this honorable court through a writ of mandamus.

Now, therefore, we, being willing that full and speedy justice should be done in the premises, do command you, the Seaboard Air Line railway, immediately to put into operation and effect the schedule of freight tariffs adopted in and by said order of the said railroad commissioners, for freight shipments from or destined to points on the Florida West Shore railway and from points on the Florida West Shore railway to points on the Florida West Shore railway over the Seaboard Air Line railway from points in Florida to points in Florida, or that you appear before the justices of our supreme court sitting within and for the State of Florida, at the court room in the city of Tallahassee, on the 16th day of February, A. D. 1904, at ten o'clock a. m. of said day and show cause why you refuse to do so, and have you then and there this writ.

Witness the Honorable R. F. Taylor, chief-justice of the supreme court of the State of Florida, and the seal of the said court, at Tallahassee, the capital, this 2nd day of Febraury, A. D. 1904.

[SEAL.] B. B. WILSON,
Clerk Supreme Court, State of Florida.

EXHIBIT "A."

Order No. 25.

Railroad Commission, State of Florida.

22 In the Matter of Freight Rates for the Seaboard Air Line Railway Company to Apply on Shipments to and from Points on the Florida West Shore Railway.

This matter coming on to be heard after due notice to the Seaboard Air Line Railway Company, and the Seaboard Air Line Railway Company being represented by G. P. Raney, Esq., and E. D. Kyle, asst. gen'l frt. agt., and the commission having heard the arguments of G. P. Raney, Esq., and E. D. Kyle, asst. gen'l frt. agt., in behalf of the said Seaboard Air Line Railway Company and the commission being satisfied that the present condition of the freight business of the Florida West Shore railway would justify the ordering into operation of the proposed freight tariff on that line.

It is hereby ordered and adjudged, by the railroad commission of the State of Florida, that the following schedule of freight tariffs shall be allowed and adopted for freight shipments over the Seaboard Air Line railway, to apply only to shipments from or destined to points on the Florida West Shore railway; and from points on the Florida West Shore railway to points on the Florida West Shore railway, and the same shall be put into operation and be effective on the 1st day of July, A. D. 1903.

(Here follows local mileage tariff marked p. 23.)

| Distances | Per 100 Lbs. | | | | | | | | | | | Per Barrel | Per 100 Lbs. | Per Ton 2,000 Lbs. | | Per Carload | | | Per 100 Lbs. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | A | B | C | D | E | H | F | K | L | M | N | O | P | R |
| 10 Miles and under | 20 | 27 | 24 | 20 | 18 | 15 | 11 | 10 | 11 | 9 | 19 | 21 | 16 | 7 | 75 | 1 10 | 8 00 | 10 00 | 5 00 | 8 |
| 20 " " over 10 Miles | 34 | 31 | 28 | 23 | 21 | 17 | 15 | 12 | 12 | 10 | 21 | 24 | 18 | 8 | 90 | 1 20 | 11 00 | 12 00 | 7 00 | 9 |
| 30 " " " 20 " | 38 | 35 | 31 | 26 | 24 | 19 | 17 | 14 | 14 | 11 | 23 | 27 | 20 | 9 | 1 05 | 1 30 | 14 00 | 14 00 | 8 00 | 10 |
| 40 " " " 30 " | 42 | 38 | 34 | 28 | 26 | 21 | 19 | 15 | 15 | 11 | 25 | 30 | 22 | 10 | 1 20 | 1 40 | 16 00 | 15 00 | 9 00 | 11 |
| 50 " " " 40 " | 46 | 41 | 37 | 30 | 28 | 23 | 21 | 16 | 16 | 12 | 27 | 33 | 24 | 10½ | 1 30 | 1 50 | 18 00 | 16 00 | 10 00 | 12 |
| 60 " " " 50 " | 50 | 44 | 40 | 32 | 30 | 25 | 23 | 17 | 17 | 13 | 29 | 36 | 26 | 11 | 1 40 | 1 60 | 20 00 | 17 00 | 11 00 | 13 |
| 70 " " " 60 " | 54 | 47 | 43 | 34 | 32 | 27 | 24 | 18 | 18 | 14 | 31 | 39 | 28 | 11½ | 1 50 | 1 70 | 22 00 | 18 00 | 11 00 | 14 |
| 80 " " " 70 " | 58 | 50 | 46 | 36 | 34 | 29 | 25 | 19 | 19 | 15 | 33 | 42 | 30 | 12 | 1 60 | 1 75 | 24 00 | 19 00 | 12 00 | 15 |
| 90 " " " 80 " | 62 | 53 | 49 | 38 | 36 | 31 | 26 | 20 | 20 | 15 | 35 | 45 | 31 | 12½ | 1 70 | 1 80 | 26 00 | 20 00 | 13 00 | 16 |
| 100 " " " 90 " | 66 | 56 | 52 | 40 | 38 | 33 | 27 | 21 | 21 | 16 | 37 | 47 | 32 | 13 | 1 75 | 1 85 | 28 00 | 21 00 | 14 00 | 17 |
| 110 " " " 100 " | 69 | 59 | 54 | 42 | 40 | 35 | 28 | 22 | 22 | 17 | 39 | 49 | 33 | 13½ | 1 80 | 1 90 | 29 00 | 22 00 | 14 00 | 18 |
| 120 " " " 110 " | 72 | 62 | 56 | 44 | 42 | 37 | 29 | 23 | 23 | 18 | 41 | 50 | 34 | 14 | 1 85 | 1 95 | 29 00 | 23 00 | 15 00 | 19 |
| 130 " " " 120 " | 75 | 65 | 58 | 46 | 44 | 39 | 30 | 24 | 24 | 19 | 43 | 51 | 35 | 14½ | 1 90 | 2 00 | 31 00 | 24 00 | 16 00 | 20 |
| 140 " " " 130 " | 78 | 68 | 60 | 48 | 46 | 41 | 31 | 25 | 25 | 19 | 45 | 52 | 36 | 15 | 1 95 | 2 05 | 32 00 | 25 00 | 16 00 | 21 |
| 150 " " " 140 " | 80 | 70 | 61 | 50 | 48 | 43 | 32 | 26 | 26 | 20 | 47 | 53 | 37 | 15½ | 2 00 | 2 10 | 33 00 | 26 00 | 17 00 | 22 |
| 160 " " " 150 " | 82 | 72 | 62 | 52 | 49 | 44 | 33 | 27 | 27 | 20 | 48 | 54 | 38 | 16 | 2 05 | 2 15 | 34 00 | 27 00 | 17 00 | 23 |
| 170 " " " 160 " | 84 | 74 | 63 | 54 | 50 | 45 | 34 | 28 | 28 | 21 | 49 | 55 | 39 | 16½ | 2 10 | 2 20 | 35 00 | 28 00 | 18 00 | 24 |
| 180 " " " 170 " | 86 | 76 | 64 | 56 | 51 | 46 | 35 | 29 | 29 | 21 | 50 | 56 | 40 | 16½ | 2 15 | 2 21 | 36 00 | 29 00 | 19 00 | 24 |
| 190 " " " 180 " | 88 | 78 | 65 | 58 | 52 | 47 | 36 | 29 | 30 | 22 | 51 | 57 | 41 | 16½ | 2 16 | 2 22 | 37 00 | 30 00 | 19 00 | 25 |
| 200 " " " 190 " | 90 | 80 | 66 | 60 | 53 | 48 | 37 | 30 | 31 | 23 | 52 | 58 | 42 | 16½ | 2 17 | 2 23 | 38 00 | 30 00 | 20 00 | 25 |
| 210 " " " 200 " | 92 | 82 | 67 | 61 | 54 | 49 | 38 | 31 | 32 | 23 | 52 | 60 | 43 | 18 | 2 18 | 2 24 | 38 00 | 31 00 | 20 00 | 26 |
| 220 " " " 210 " | 94 | 84 | 68 | 62 | 55 | 50 | 39 | 32 | 33 | 24 | 53 | 61 | 44 | 18 | 2 19 | 2 25 | 39 00 | 31 00 | 21 00 | 26 |
| 230 " " " 220 " | 96 | 86 | 69 | 63 | 56 | 51 | 40 | 33 | 34 | 24 | 53 | 62 | 45 | 18 | 2 20 | 2 26 | 39 00 | 31 00 | 21 00 | 27 |
| 240 " " " 230 " | 98 | 88 | 70 | 64 | 57 | 52 | 41 | 34 | 35 | 25 | 54 | 63 | 46 | 18 | 2 21 | 2 27 | 39 00 | 32 00 | 22 00 | 27 |
| 250 " " " 240 " | 100 | 90 | 71 | 65 | 58 | 53 | 42 | 35 | 36 | 26 | 54 | 64 | 47 | 18 | 2 22 | 2 28 | 40 00 | 32 00 | 22 00 | 28 |
| 260 " " " 250 " | 101 | 91 | 72 | 66 | 59 | 54 | 43 | 36 | 37 | 26 | 55 | 65 | 48 | 20 | 2 23 | 2 29 | 41 00 | 32 00 | 22 00 | 28 |
| 270 " " " 260 " | 102 | 91 | 73 | 67 | 60 | 55 | 44 | 37 | 38 | 26 | 55 | 66 | 49 | 20 | 2 24 | 2 30 | 41 00 | 33 00 | 23 00 | 29 |
| 280 " " " 270 " | 103 | 92 | 74 | 68 | 61 | 56 | 45 | 38 | 39 | 27 | 56 | 67 | 50 | 20 | 2 25 | 2 31 | 42 00 | 33 00 | 23 00 | 29 |
| 290 " " " 280 " | 104 | 92 | 75 | 69 | 62 | 57 | 46 | 39 | 40 | 27 | 57 | 68 | 51 | 20 | 2 26 | 2 32 | 42 00 | 33 00 | 24 00 | 30 |
| 300 " " " 290 " | 105 | 93 | 76 | 70 | 63 | 58 | 47 | 40 | 41 | 28 | 57 | 69 | 52 | 20 | 2 27 | 2 33 | 43 00 | 34 00 | 24 00 | 30 |
| 310 " " " 300 " | 106 | 94 | 77 | 71 | 64 | 59 | 48 | 41 | 42 | 28 | 58 | 70 | 53 | 21 | 2 28 | 2 34 | 43 00 | 34 00 | 24 00 | 31 |
| 320 " " " 310 " | 107 | 95 | 78 | 71 | 64 | 59 | 48 | 41 | 42 | 28 | 58 | 71 | 53 | 21 | 2 29 | 2 35 | 44 00 | 34 00 | 24 00 | 31 |
| 330 " " " 320 " | 108 | 95 | 78 | 72 | 65 | 60 | 49 | 42 | 43 | 29 | 59 | 72 | 54 | 21 | 2 30 | 2 36 | 44 00 | 35 00 | 25 00 | 32 |
| 340 " " " 330 " | 109 | 96 | 79 | 72 | 66 | 60 | 49 | 42 | 43 | 30 | 60 | 73 | 54 | 22 | 2 31 | 2 37 | 45 00 | 35 00 | 25 00 | 32 |
| 350 " " " 340 " | 109 | 96 | 79 | 73 | 66 | 61 | 50 | 43 | 44 | 30 | 60 | 74 | 55 | 22 | 2 32 | 2 38 | 45 00 | 35 00 | 25 00 | 33 |
| 360 " " " 350 " | 110 | 96 | 80 | 73 | 66 | 61 | 50 | 43 | 44 | 31 | 61 | 75 | 55 | 22 | 2 33 | 2 39 | 46 00 | 35 00 | 25 00 | 34 |
| 370 " " " 360 " | 111 | 97 | 80 | 73 | 66 | 61 | 50 | 43 | 44 | 31 | 61 | 76 | 55 | 22 | 2 34 | 2 40 | 46 00 | 35 00 | 26 00 | 34 |
| 380 " " " 370 " | 112 | 98 | 81 | 74 | 67 | 62 | 51 | 44 | 45 | 32 | 61 | 77 | 56 | 23 | 2 35 | 2 43 | 47 00 | 36 00 | 27 00 | 35 |
| 390 " " " 380 " | 113 | 99 | 82 | 74 | 67 | 62 | 51 | 44 | 45 | 32 | 61 | 78 | 56 | 23 | 2 36 | 2 46 | 47 00 | 36 00 | 27 00 | 35 |
| 400 " " " 390 " | 114 | 100 | 83 | 75 | 68 | 62 | 51 | 44 | 45 | 33 | 62 | 79 | 56 | 23 | 2 37 | 2 50 | 48 00 | 36 00 | 28 00 | 36 |

Done and ordered by the Railroad Commissioners of the State of Florida, in session, at their office in the City of Tallahassee, Florida, this 25th day of June, A. D. 1903.

Jeffn. B. Browne,
Chariman.

Attest:

R. C. Dunn,

24 I, Jefferson B. Browne, chairman of the railroad commissioners of the State of Florida, do hereby certify that the above and foregoing order is a full, true and correct copy of order No. 25, adopted by the railroad commissioners of the State of Florida, in session at their office in Tallahassee, Florida, on the 25th day of June, A. D. 1903.

JEFF'N B. BROWNE, Chairman.

Dated this 21st day of January, A. D. 1904.
Attest:
R. C. DUNN, Secretary.

This writ came to hand this February 2d, 1904, and in the absence of the president and vice president or the head of the corporation, the Seaboard Air Line railway, and in the absence of the cashier and treasurer and secretary and general manager and any director of said Seaboard Air Line railway, a corporation, this writ was served upon E. D. Raney, a business agent of the said Seaboard Air Line railway, a corporation, by delivering a copy of said writ to the said E. D. Raney who is a resident of Leon county, on February 2d, 1904, in Leon county, Florida.

CHARLES HOPKINS,
Sheriff of Leon County, Florida, and *ex-officio*
Sheriff of the Supreme Court of Florida.

And afterwards, to wit: on the 16th day of February, A. D. 1904, the respondent filed its motion to quash the alternative writ of mandamus, which motion is in the words and figures following, to-wit:

In the Supreme Court of Florida, January Term, A. D. 1904.

25 THE STATE OF FLORIDA *ex Rel.* THE RAILROAD Commission of the State of Florida *et al.*
vs.
THE SEABOARD AIR LINE RAILWAY, a Corporation, etc.
} Mandamus.

Now comes The Seaboard Air Line Railway, a corporation, the defendant, and moves to quash the alternative writ herein on the following grounds:

1st. The rule adopted by the railroad commission of the State of Florida, and set out in said alternative writ as rule 1 of rules governing the transportation of freight—"connecting railroads under the same management"—has no application to a case where one railroad company is operating another railroad, under the circumstances and conditions shown to exist under the agreement of June 1st, 1903, between the defendant and the Florida West Shore railway set out in said writ.

2nd. The said rule 1 is unreasonable, and illegal as a rule, if the meaning and effect of the same is to apply to connecting roads under the same management under the circumstances existing between said defendant and the Florida West Shore railway under said agreement of June 1st, 1903.

3rd. The alternative writ does not state conditions and circumstances entitling relators or the State to the relief sought by such writ.

GEO. P. RANEY,
Attorney for Seaboard Air Line Railway.

And afterwards, to-wit: On the 16th day of February, A. D. 1904, the supreme court made an order that the said motion be set for oral argument on Tuesday, March 1st, proximo, which order is in the words and figures following, to-wit:

26 Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS *et al.*, Relators,
vs.
SEABOARD AIR LINE RAILWAY, Respondent. } No. 1.

The alternative writ herein being made returnable on this day, come now the respondent and files its motion to quash the said writ, and thereupon it is ordered that the said motion be set for oral argument on Tuesday, March 1st proximo.

Mr. Justice Whitfield, being disqualified, took no part in this matter.

And afterwards, to-wit: on the 15th day of March, A. D. 1904, the supreme court made an order in the words and figures following, to-wit:

Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS *et al.*, Relators,
vs.
SEABOARD AIR LINE RAILWAY, Defendant. } No. 1.

This cause is this day submitted to the court upon briefs by counsel for the respective parties, but the court not being advised of its judgment in the premises, time is taken to consider thereof.

And afterwards, to-wit: on the 29th day of March, A. D. 1904, the supreme court made an order that the motion to quash be
27 denied, and that defendant be allowed until Tuesday, April 12th, to file a return to said alternative writ, which order is in the words and figures following, to-wit:

Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSION *et al.*, Plaintiff,
vs.
THE SEABOARD AIR LINE RAILWAY, Defendant. } No. 1.

This cause having heretofore been submitted to the court upon briefs by counsel for the respective parties upon the motion of counsel for the defendant to quash the alternative writ of mandamus issued herein, and the same having been considered, and the court being now advised of its judgment in the premises, it is considered, ordered and adjudged by the court that the said motion to quash be and is hereby denied, and the defendant is allowed until Tuesday, April 12th, proximo, to file a return to the said alternative writ.

Whitfield, J., disqualified, took no part in this matter.

And afterwards, to-wit: on the 12th day of April, A. D. 1904, the defendant filed its return to the alternative writ of mandamus, which return is in the words and figures following, to-wit:

In the Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS of the State of Florida *et als.*
vs.
SEABOARD AIR LINE RAILWAY, a Corporation.

28 The Return of The Seaboard Air Line Railway, a Corporation, the Defendant, to the Alternative Writ of Mandamus had in the Above Cause.

The Seaboard Air Line railway, defendant aforesaid, for return to said alternative writ of mandamus says:

I.

That it is true that this defendant, The Seaboard Air Line railway, and the Florida West Shore railway, mentioned in said alternative writ, did on the 1st day of June, A. D. 1903, enter into an agreement of that date set forth in the third paragraph of sub-division of such alternative writ, and that the said Seaboard Air Line railway did control and operate the main and branch lines of said Florida West Shore railway under said contract and agreement for some time thereafter, but afterwards the said Seaboard Air Line railway and the said Florida West Shore railway made and entered into an agreement in place of and as a substitute for said agreement and contract of June 1st, 1903, and afterwards such new and substituted contract was reduced to writing and was executed by the

said Seaboard Air Line railway and said Florida West Shore railway, and defendant, the said Seaboard Air Line railway, annexes hereto as a part of this return and marked Exhibit "A," a copy of said new or substituted agreement, bearing date January 15th, 1904. Defendant further says that since the said Seaboard Air Line railway and said Florida West Shore railway entered into said new or substituted agreement which said new or substituted agreement was made and entered into and also reduced to writing and executed by said parties thereto before the issuing of the alternative writ of mandamus aforesaid, the said Seaboard Air Line railway has not controlled or operated the main and branch lines or any part of said Florida West Shore railway otherwise than under the terms of said agreement of January 15th, 1904, mentioned above.

Defendant further says that it caused to be filed in the office of the railroad commission of the State of Florida at Talla-
29 hassee on the 4th day of February, 1904, a true copy of said new agreement bearing date January 15, 1904.

And defendant further says that the management and operation by the Seaboard Air Line railway of the said Florida West Shore railway and its branch lines under said contract bearing date January 15, 1904, has not constituted and does not constitute the said Seaboard Air Line railway and the said Florida West Shore railway one and the same road under rule 1 of the Florida railroad commission of rules governing the transportation of freight by connecting roads under the same management set out in the alternative writ and requiring that the rates upon such roads shall be computed as upon parts of one and the same road.

## II.

And for a further return to said alternative writ of mandamus defendant says:

That it is true that this defendant, The Seaboard Air Line railway, and the Florida West Shore railway mentioned in said alternative writ did on the 1st day of June, A. D 1903, enter into an agreement of that date set forth in the third paragraph or sub-division of such alternative writ, and that the said Seaboard Air Line railway did control and operate the main and branch lines of said Florida West Shore railway under said contract and agreement for some time thereafter, but afterwards the said Seaboard Air Line railway and the said Florida West Shore railway made and entered into a new agreement in place of and as a substitute for said agreement and contract of June 1st, 1903, and afterwards such new and substituted contract was reduced to writing and was executed by the said Seaboard Air Line railway and said Florida West Shore railway, and defendant, the said Seaboard Air Line railway, annexes hereto as a part of this return and marked Exhibit "A" a copy of said new or substituted agreement, bearing date January 15th, 1904. Defend-

ant further says that since the said Seaboard Air Line rail-
30 way and said Florida West Shore railway entered into said new or substituted agreement which said new or substituted agreement was made and entered into and also reduced to writing and executed by said parties thereto before the issuing of the alternative writ of mandamus aforesaid, the said Seaboard Air Line railway has not controlled or operated the main and branch lines or any part of said Florida West Shore railway otherwise than under the terms of said agreement of January 15th, 1904, mentioned above.

Defendant further says that it caused to be filed in the office of the railroad commission of the State of Florida at Tallahassee on the 4th day of February, 1904, a true copy of said new agreement bearing date January 15, 1904.

And defendant further says that the management and operation by the Seaboard Air Line railway of the said Florida West Shore railway and its branch lines under said contract bearing date January 15, 1904, has not constituted and does not constitute the said Seaboard Air Line railway and the said Florida West Shore railway one and the same road under rule 1 of the Florida railroad commission of rules governing the transportation of freight by connecting roads under the same management set out in the alternative writ and requiring that the rates upon such roads shall be computed as upon parts of one and the same road.

And defendant further says that the schedule of freight tariffs adopted by the Florida railroad commission in and by the order of June 25, 1903, and annexed to the alternative writ in this case does not afford and give to the defendant a reasonable and just tariff of rates for freight shipments over the Seaboard Air Line railway from or destined to points on the Florida West Shore railway or from points on the Florida West Shore railway to points on the Florida West Shore railway; and that such tariff of rates with the tariff of passenger rates prescribed by the railroad commis-
31 sion and now in operation over the said Florida West Shore railway and the Seaboard Air Line railway are not sufficient to afford the Seaboard Air Line railway and the Florida West Shore railway a reasonable income from the operation of said roads or in fact any net income from the operation of such roads in the conduct of business local to the State of Florida and not including commerce between the States or foreign commerce over and above the reasonable cost of constructing and maintaining said railroads and paying the fixed charges thereon.

THE SEABOARD AIR LINE RAILROAD.
GEO. P. RANEY, Attorney for Defendant.

STATE OF FLORIDA, }
Duval County. }

Personally appeared D. E. Maxwell and he being duly sworn deposes and says he is the general agent of the Seaboard Air Line

railway, a body corporate and defendant above named, and that he has read the above return and that the facts stated therein are true.

D. E. MAXWELL.

Sworn to and subscribed before me this the 11th day of April, A. D. 1904. Witness my hand and official seal.

[SEAL.] EFFIE C. ELLIS,
Notary Public in and for the State of Florida at Large.

My commission expires Feb. 11, 1908.

This agreement dated the first (1st) day of June, A. D. nineteen hundred and three (1903) between the Seaboard Air Line railway, a corporation of the State of Virginia and North Carolina, hereinafter called the "Seaboard," party of the first part, and the Florida West Shore railway, a corporation of the State of Florida, hereinafter called the "West Shore," party of the second part.

32 Whereas the West Shore has constructed its line of railway from a point about four (4) miles southwest of Turkey Creek, a station on the main line of the Florida Central & Peninsular Railroad (which latter railroad is controlled and operated by the Seaboard Air Line railway) at which point the said line of railway of the West Shore connects with the Turkey Creek branch of the said Florida Central & Peninsular railroad and runs in a southwesterly direction to the town of Sarasota, in Manatee county, Florida, with the branch lines to Terra Ceia, Lemon and Palmetto; and

Whereas the West Shore contemplates the extension of its said line of railway from Sarasota southwardly to a point at or near Charlotte Harbor in De Soto county, Florida; and

Whereas the West Shore has no equipment, rolling stock or motive power and is unable to operate its said line of railway without the acquisition of the same; and

Whereas the Seaboard desires to derive the benefit from the opening up and development of the territory through which the railway of the West Shore runs; and

Whereas it is deemed to be to the mutual interest and advantage of the stockholders of the Seaboard and of the West Shore that the railway of the West Shore should be operated in connection with the Seaboard;

Now then, in consideration of the premises, and of the advantages and benefits to be derived by each of the said parties from the undertakings of the other, it is hereby mutually covenanted and agreed as follows, to-wit:

*First.* The Seaboard agrees to furnish the West Shore railway with the necessary equipment for the operation of its line of railway and agrees to cause the same to be operated by its officers and agents for the benefit of the stockholders of the West Shore.

33 *Second.* The term "equipment" shall embrace engines and coaches, freight and passenger, switch engines and construction trains and rolling stock of every kind and description, necessary in the operation of the railroad, together with all tools, implements and other accessories incident thereto.

*Third.* The West Shore shall pay for the use of said equipment the same rentals which the Seaboard now charges its ancillary lines for the use of similar equipment, it being understood that if at any time either party shall become dissatisfied with the rate of rental so charged, such party shall have the right to call for a re-adjustment of said rate and if such re-adjustment can not be had by agreement, then the question of rentals shall be submitted to arbitrators to be selected as hereinafter provided, who, after investigating the matter, shall decide whether or not in equity and justice there ought to be any change in the rate of rental, and if so, fix a rate which, in their judgment, would be fair and equitable to all concerned, and the decision of the arbitrators in the premises shall be conclusive upon both parties hereto.

*Fourth.* The West Shore agrees that it will bear such proportion of the salaries of the officers of the operating and traffic departments of the sixth division of the Seaboard as the mileage of the West Shore bears to the mileage of said division, which said proportion is hereby fixed at the sum of three hundred and fifty dollars ($350) per annum.

*Fifth.* It is understood and agreed that the compensation for the use of equipment hereinbefore provided, and the proportion of salaries to be paid by the West Shore shall be considered as part of the operating expenses of the railway of the West Shore.

*Sixth.* It is understood and agreed that the taxes, assessments, insurance, damages to persons or property incurred by reason of the running of cars or through the operation of the railroad, and all other items of expense of every class and description customarily included in the operating expenses of a railroad, shall be considered as part of the operating expenses of the railway of the West Shore.

34

*Seventh.* It is understood and agreed that the sum of one hundred and twenty-five dollars ($125.00) per month shall be allowed and paid to the West Shore out of the earnings of the railway to be used by it in paying the salaries of such of its officers as are not engaged in the direct operation of the company and in otherwise keeping up the corporate organization of the company, the said allowance to be considered as a part of the operating expenses of the West Shore.

*Eighth.* The Seaboard agrees to guarantee the payment, as the same mature, of both the principal and interest of seven hundred and twelve thousand dollars ($712,000) par value of a series of bonds

of the West Shore known as "first mortgage five per cent. (5%) thirty (30) year gold bonds" issued and to be issued at the rate of twelve thousand dollars ($12,000) per mile.

The West Shore agrees that no dividends shall be declared on any of its stock, without the permission of the Seaboard, until January 1, 1909. The West Shore also agrees that it will at all times elect as members of its board of directors two (2) nominees of the Seaboard.

*Ninth.* The Seaboard agrees that it will treat the West Shore as a favored connection and give it a fair and equitable proportion of the revenue derived from the interchange of business between the companies.

*Tenth.* It is understood and agreed that the officers and agents of the Seaboard who may be charged with the operation of the line of railway of the West Shore, in all matters pertaining to the business of the West Shore shall be deemed and considered the officers and agents of said company.

*Eleventh.* It is understood and agreed that the president and directors of the West Shore shall be entitled to annual passes over all lines operated by the Seaboard, including the line of the West Shore.

*Twelfth.* The seaboard agrees that it will keep accurate books of account of the revenue of the West Shore and will render monthly to the president of the West Shore an itemized statement of the earnings and expenses of said railway, and it further agrees that it will pay into the treasury of the West Shore on or before the fifteenth day of each month any surplus of earnings of the preceding month after having deducted the cost of operation.

*Thirteenth.* In case differences arise between the parties hereto as to the interpretation and meaning of any clause or phrase of this contract, it is agreed that such differences shall be submitted to a board of arbitrators for adjustment, the Seaboard to select one arbitrator and the West Shore one arbitrator, and the two arbitrators thus chosen to select an umpire, and that the award of such board of arbitrators shall be final and conclusive upon the parties.

*Fourteenth.* The provisions of this agreement are effective and operative from and after the first day of June, 1903, and shall continue in force during the life of said bonds. Provided, however, that the West Shore shall have the right at any time after January 1st, 1909, by a majority vote of its stockholders, to determine this agreement upon giving six (6) months' notice in writing to the president of the Seaboard of its intention so to do, having first (that is to say, prior to the expiration of said six (6) months either paid off or retired the said issue of bonds, or otherwise relieved the Seaboard from all liability on its guarantee of said bonds, in a manner satisfactory to the counsel of the Seaboard.

In witness whereof the parties hereto have caused these presents to be executed by their respective presidents or vice presidents, this fifteenth (15th) day of January, A. D. 1904.

36 SEABOARD AIR LINE RAILWAY,
[SEAL.] By N. S. MELDRUM, Vice President.

Attest:
D. C. PORTEUS, Secretary.

FLORIDA WEST SHORE RAILWAY,
[SEAL.] By W. W. MACKALL, President.

Attest:
W. I. LYMAN, Secretary.

Signed, and sealed in duplicate originals, in presence of,

As to Seaboard Air Line railway:
J. S. HAZEN,
W. H. A. AUSTIN.

As to Florida West Shore railway:
C. L. HELLER,
J. C. COOPER.

STATE OF FLORIDA,
County of Duval.

I, W. I. Lyman, secretary of the Florida West Shore railway, do hereby certify that the foregoing is a true and correct copy of a certain contract between the Seaboard Air Line railway and the Florida West Shore railway, dated the 15th day of January, A. D. 1904, and executed by the officers of the said companies, and that the original of the said contract is now on file in the office of the secretary of the Florida West Shore railway.

In witness whereof I have hereunto set my hand and the corporate seal of the said Florida West Shore railway, this 15th day of January, A. D. 1904.

(S) W. I. LYMAN.
[SEAL.] FLORIDA WEST SHORE RAILWAY.

37 And afterwards, to-wit: on the 12th day of April, A. D. 1904, the supreme court made an order in the words and figures following, to-wit:

Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSION *et al.*, Plaintiff,
vs.
THE SEABOARD AIR LINE RAILWAY, Defendant. } No. 1.

An order having been entered herein on March 29th, ultimo, overruling the motion of the defendant to quash the alternative writ of

mandamus, and allowing the defendant until this date to file its return to such writ, now comes the said defendant, by counsel, and files its return to the said alternative writ.

And afterwards, to-wit: on the 19th day of April, A. D. 1904, the plaintiff filed its motion to quash the return to the alternative writ of mandamus, and for issuance of a peremptory writ of mandamus, which motion is in the words and figures following, to-wit:

In the Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, Attorney General of the State of Florida, and J. M. Barrs, Special Counsel for the Railroad Commissioners of said State,

vs.

SEABOARD AIR LINE RAILWAY.

38 Motion to Quash Return to Alternative Writ of Mandamus and for Issuance of Peremptory Writ of Mandamus.

And now comes the plaintiff in the above entitled cause, by W. H. Ellis its attorney general and J. M. Barrs, special counsel for the railroad commissioners of the State of Florida, and moves the court severally to quash each and every the paragraphs and the allegations contained in each of the divisions of the return of the respondent to the alternative writ of mandamus herein and to issue a peremptory writ of mandamus in accordance with said alternative writ heretofore issued. And for the grounds of its said motion, the plaintiff shows to the court here the following:

1. Said return is frivolous and evasive.
2. Said return is argumentative, and states conclusions of law.
3. The contract entered into by the respondent and the Florida West Shore railway on January 15th, 1904, does not affect the relation maintained by the respondent to the Florida West Shore railway under the contract of June 1st, 1903, between said railroad companies.
4. The respondent has now the same management and control of the lines of railroads of the Florida West Shore railway as it had under and by virtue of the contract of June 1st, 1903.
5. Said return is insufficient to show that under said rule 1, the railroads of the respondent and the Florida West Shore railway should not, for the purposes of transportation, in applying their schedule of freight rates, be considered as constituting but one and the same road.
6. The questions of law raised in said return were presented to the court in the motion of the respondent to quash said alternative writ, and the motion was denied by the court.

39 7. The last paragraph of said return which denies the sufficiency of the rates prescribed by said railroad commissioners does not show that the said rates are unjust or unreasonable, nor are facts therein alleged from which the court could infer that the said rates are unreasonable.

8. Said return does not state facts relied upon as a defense with such precision and certainty as to advise the court of all particulars necessary to enable them to pass judgment upon the sufficiency of the return.

W. H. ELLIS,
Attorney General of the State of Florida.
J. M. BARRS,
Special Counsel for the Railroad Commissioners of Florida.

And afterwards, to-wit: on the 26th day of April, A. D. 1904, the supreme court made an order that briefs be filed by both parties on or before May 17th, A. D. 1904, and that oral argument be heard on that date, if desired, on the issues made by the return, which order is in the words and figures following, to-wit:

Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSION *et al.*, Plaintiff,
vs.
THE SEABOARD AIR LINE RAILWAY COMPANY, Defendant. } No. 1.

The defendant having filed on April 12th its return to the alternative writ of mandamus, in pursuance of the order heretofore entered, and the plaintiff having filed its motion to quash the
40 said return, it is ordered that briefs by both parties be filed on or before May 17th proximo, and if oral argument is desired it will be heard on that day, on the issues made by the motion to quash the return to the alternative writ.

(Mr. Justice Whitfield, disqualified, took no part in this matter.)

And afterwards, to-wit: on the 17th day of May, A. D. 1904, the defendant filed its notice of motion for leave to file an amendment to the return to the alternative writ of mandamus, which notice is in the words and figures following, to-wit:

In the Supreme Court of the State of Florida, January Term, 1904.

STATE OF FLORIDA *ex Rel.* FLORIDA RAILROAD COMMISSION ET AL.
vs.
SEABOARD AIR LINE RAILWAY.

The plaintiff and its attorneys will please take notice that on Tuesday, May 17th, 1904, at ten o'clock a. m., or as soon thereafter

as counsel can be heard we will move the said court sitting at Tallahassee, Florida, for leave to file a further and additional return of the defendant Seaboard Air Line railway to the alternative writ of mandamus in the above entitled cause, a copy of which is herewith served upon you.

GEO. P. RANEY,
J. C. COOPER,
Attorneys for Seaboard Air Line Railway.

Copy of the foregoing notice and of the further additional return of the Seaboard Air Line railway above referred to received, and service accepted this 14th day of May, 1904.

J. M. BARRS,
Att'y for Pl't'ffs.

41 And on the same day, to-wit: one the 17th day of May, A. D. 1904, the defendant filed its motion for leave to file an amendment to its return to the alternative writ of mandamus, which motion is in the words and figures following, to-wit:

Supreme Court of Florida, January Term, A. D. 1904.

STATE OF FLORIDA *ex Rel.* R. R. COMMISSION ET AL., Pl'f,
vs.
SEABOARD AIR LINE RAILWAY, D'f't. } No. 1.

Now comes the defendant and moves the court for leave to amend the return heretofore filed in this cause by adding a 3rd and additional defense to said return, the same being herewith presented, and a copy thereof having been served on pl'f., with notice of this motion.

GEO. P. RANEY,
J. C. COOPER,
For Motion.

May 17, 1904.

And on the same day, to-wit: May 17th, A. D. 1904, the supreme court made an order that the defendant's motion for leave to file an amendment to its return to the alternative writ of mandamus be granted, and that counsel for the plaintiff be allowed ten days from this date in which to plead to such amended pleading, which order is in the words and figures following, to-wit:

Supreme Court of Florida, January Term, A. D. 1904.

42 Mr. Justice Whitfield, being disqualified in the following case retires from the bench.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSION *et al.*, Plaintiff,
vs.
THE SEABOARD AIR LINE RAILWAY COMPANY, Defendant. } No. 1.

This cause coming on to be heard upon motion of counsel for the defendant for leave to file an amendment to its return to the alternative writ of mandamus herein, and the court being advised of its judgment in the premises, it is ordered that the said motion be and the same is hereby granted, and counsel for the plaintiff are allowed ten days from this date in which to plead to such amended pleading.

And on the same day, to-wit: on the 17th day of May, A. D. 1904, the defendant filed its additional return to the alternative writ of mandamus, which additional return is in the words and figures following, to-wit:

In the Supreme Court of the State of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSION OF the State of Florida *et al.*
vs.
SEABOARD AIR LINE RAILWAY, a Corporation.

The Further and Additional Return of the Seaboard Air Line Railway, a Corporation, the Defendant, to the Alternative Writ of Mandamus in the Above Cause.

43 The Seaboard Air Line railway, defendant aforesaid, for a further and additional return filed by leave of court to said alternative writ of mandamus says:

III.

That it is true that this defendant, The Seaboard Air Line Railway, and the Florida West Shore railway mentioned in said alternative writ did on the 1st day of June, A. D. 1903, enter into an agreement of that date set forth in the third paragraph or sub-division of such alternative writ, and that the said Seaboard Air Line railway did control and operate the main and branch lines of said Florida West Shore railway under said contract and agreement for

some time thereafter, but afterwards the said Seaboard Air Line railway and the said Florida West Shore railway made and entered into a new agreement in place of and as a substitute for said agreement and contract of June 1st, 1903, and afterwards such new and substituted contract was reduced to writing and was executed by the said Seaboard Air Line railway, and said Florida West Shore railway, and defendant, the said Seaboard Air Line Railway, annexes hereto as a part of this return and marked Exhibit "A," a copy of said new or substituted agreement, bearing date January 15th, 1904. Defendant further says that since the said Seaboard Air Line railway and said Florida West Shore railway entered into said new or substituted agreement which said new or substituted agreement was made and entered into and also reduced to writing and executed by said parties thereto before the issuing of the alternative writ of mandamus aforesaid, the said Seaboard Air Line railway has not controlled or operated the main and branch lines or any part of said Florida West Shore railway, otherwise than under the terms of said agreement of January 15th, 1904, mentioned above.

Defendant further says that it caused to be filed in the office of the railroad commission of the State of Florida at Tallahassee on the 4th day of February, 1904, a true copy of said new agreement bearing date January 15, 1904.

44 And defendant further says that the management and operation by the Seaboard Air Line railway of the said Florida West Shore railway, and its branch lines under said contract bearing date January 15, 1904, has not constituted and does not constitute the said Seaboard Air Line railway and the said Florida West Shore railway one and the same road under rule 1 of the Florida railroad commission of rules governing the transportation of freight by connecting roads under the same management set out in the alternative writ and requiring that the rates upon such roads shall be computed as upon parts of one and the same road.

And defendant further says that the schedule of freight tariffs adopted by the Florida railroad commission in and by the order of June 25, 1903, and annexed to the writ in this cause does not afford and give to the defendant a reasonable and just tariff of rates for freight shipments over the Seaboard Air Line railway from or destined to points on the Florida West Shore railway, or from points on the Florida West Shore railway to points on the Florida West Shore railway, and that such tariff of rates with the tariff of passenger rates now in operation over the Florida West Shore railway, and over the Seaboard Air Line railway, are not sufficient to afford the Seaboard Air Line railway and said Florida West Shore railway a reasonable income from the operation of said roads, or in fact any net income from the operation of said railroads in the conduct of business local to the State of Florida, and including the earnings of said railroads in Florida from interstate and

foreign commerce, over and above the reasonable cost of constructing, maintaining and operating said railroad.

G. P. RANEY,
J. C. COOPER,
Attorneys for Defendant.

45 STATE OF VIRGINIA, }
City of Portsmouth. }

Personally appeared before me E. F. Cost, who being duly sworn, deposes and says that he is the 2nd vice president of the Seaboard Air Line railway, a body corporate and defendant above named, and that he has read the above return and that the facts stated therein are true.

E. F. COST,
Second Vice President.

Sworn to and subscribed before me this 11th day of May, 1904.
[SEAL.] JNO. H. BOATWRIGHT,
Notary Public.

I hereby certify that this is a case in which, by the laws of Virginia, no tax is required upon the seal.

JNO. H. BOATWRIGHT,
Notary Public.

And afterwards, to-wit: on the 26th day of May, A. D. 1904, the plaintiff filed a motion to quash the further and additional return to the alternative writ of mandamus and for issuance of peremptory writ of mandamus, which motion is in the words and figures following, to-wit:

In the Supreme Court of Florida, January Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* ATTORNEY GENERAL ET AL. }
vs. }
SEABOARD AIR LINE RAILWAY. }

46 Motion to Quash Further and Additional Return to Alternative Writ and for Issuance of Peremptory Writ of Mandamus.

And now comes the plaintiff in the above entitled cause, by W. H. Ellis, its attorney-general, and J. M. Barrs, special counsel for the railroad commissioners of the State of Florida,—and not waiving or abandoning, but insisting upon and reaffirming, the motion to quash the original return of the respondent to the alternative writ herein and for the issuance of a peremptory writ,—further moves the court to quash each and every the paragraphs and the allegations contained in the further and additional return of the respond-

ent to said alternative writ and designated as division III of said return, and to issue a peremptory writ of mandamus herein. And for the grounds of its said motion, the plaintiff shows to the court here the following:

1. Said further and additional return is frivolous and evasive.

2. Said further and additional return is argumentative, and states conclusions of law.

3. The contract entered into by the respondent and the Florida West Shore railway on January 15th, 1904, does not affect the relation maintained by the respondent to the Florida West Shore railway under the contract of June 1st, 1903, between said railroad companies.

4. The respondent has now the same management and control of the lines of railroad of the Florida West Shore as it had under and by virtue of the contract of June 1st, 1903.

5. Said further and additional return is insufficient to show that under said rule 1, the railroads of the respondent and the Florida West Shore railway should not, for the purpose of transportation, in applying their schedule of freight rates, be considered as constituting but one and the same road.

47 6. The questions of law raised in said further and additional return were presented to the court in the motion of the respondent to quash said alternative writ, and the motion was denied by the court.

7. The last paragraph of said further and additional return which denies the sufficiency of the rates prescribed by said railroad commissioners, does not show that the said rates are unjust or unreasonable, nor are facts therein alleged from which the court could infer that the said rates are unreasonable.

8. Said further and additional return does not state facts relied upon as a defense with such precision and certainty as to advise the court of all particulars necessary to enable them to pass judgment upon the sufficiency of the return.

W. H. ELLIS,
Attorney General of the State of Florida.
J. M. BARRS,
Special Counsel for the Railroad
Commissioners of Florida.

And afterwards, to-wit: on the 19th day of July, A. D. 1904, the supreme court made an order in the words and figures following, to-wit:

Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, Attorney-general, *et al.*, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY CO., Defendant. } No. 1.

48 This cause is this day submitted to the court upon oral argument by counsel for the respective parties upon motion of counsel for plaintiff to quash the return to the alternative writ, but the court not being advised of its judgment in the premises, time is taken to consider thereof.

And afterwards, to-wit, on the 21st day of July, A. D. 1904, the supreme court of Florida filed with the clerk of said court its opinion in said cause, which opinion is in the words and figures as follows, to-wit:

49 In the Supreme Court of Florida, June Term, A. D. 1904. En Banc.

THE STATE OF FLORIDA *ex Rel.* THE RAILroad Commissioners of the State of Florida, the Attorney-general of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, a Corporation Under the Laws of Virginia and North Carolina, Defendant. } Mandamus. No. 1.

50 Statement.

On February 2nd, 1904, an alternative writ of mandamus issued from this court alleging: "1. That the Florida West Shore railway is a railroad company, a corporation of the State of Florida, and has constructed its line of railway from a point about four miles southwest of Turkey Creek, a station on the main line of the Florida Central and Peninsular railroad, which railroad is now known as the Seaboard Air Line railway, at which point the said line of railway of the Florida West Shore railway connects with a branch of the said Florida Central and Peninsular railroad, known as the "Turkey Creek branch," and runs in a southwesterly direction to the town of Sarasota, in Manatee county, Florida, with branch lines to Terra Ceia, Lemon and Palmetto, and that all of the said main line and branch lines of said Florida West Shore railway are within the State of Florida.

2. That the Seaboard Air Line railway is a corporation of the States of Virginia and North Carolina, and now controls and operates, and, since the 1st day of June, 1903, has controlled and operated the said Florida Central and Peninsular railroad, known as the Seaboard Air Line railway, and owns, controls and operates, or controls and operates divers other lines of railroad in the State of Florida.

3. That the said Seaboard Air Line railway and the Florida West Shore railway entered into a contract with each other on the 1st day of June, A. D. 1903, in which it was agreed by them as follows, to-wit: 'This agreement made and executed on this the first day of June, A. D. nineteen hundred and three (1903) between the Seaboard Air Line railway, a corporation of the States of Vir-
51 ginia and North Carolina, hereinafter called the 'Seaboard,' party of the first part, and the Florida West Shore railway, a corporation of the State of Florida, hereinafter called the 'West Shore,' party of the second part;

'Whereas, the West Shore has constructed its line of railway from a point about four (4) miles southwest of Turkey Creek, as tation on the main line of the Florida Central & Peninsular railroad (which latter railroad is controlled and operated by the Seaboard Air Line railway), at which point the said line of railway of the West Shore connects with the Turkey Creek branch of the said Florida Central & Peninsular railroad, and runs in a southwesterly direction to the town ef Sarasota, in Manatee county, Florida, with the branch lines to Terra Ceia, Lemon and Palmetto; and

Whereas, the West Shore contemplates the extension of its said line of railway from Sarasota southwardly to a point at or near Charlotte Harbor in De Soto county, Florida, and

Whereas, the West Shore has no equipment, rolling stock or motive power, and is unable to operate its said line of railway without the acquisition of the same; and

Whereas, the Seaboard desires to derive the benefit from the opening up and development of the territory through which the railway of the West Shore runs; and

Whereas, it is deemed to be to the mutual interest and advantage of the stockholders of the Seaboard and of the West Shore that the railway of the West Shore should be operated in connection with the Seaboard:

Now, then, in consideration of the premises, and of the advantages and benefits to be derived by each of the said parties from the contracts of the other, it is hereby mutually covenanted and contracted as follows:

52 First. The Seaboard agrees to furnish the West Shore railway with the necessary equipment for the operation of its line of railway and agrees to cause the same to be operated by its officers and agents for the benefit of the stockholders of the West Shore.

Second. The term 'equipment' shall embrace engines and coaches,

freight and passenger, switch engines or construction trains and rolling stock of every kind and description, necessary in the operation of the railroad, together with all tools, implements and other accessories incident thereto.

Third. The West Shore shall pay for the use of said equipment the same rentals which the Seaboard now charges its ancillary lines for the use of similar equipment, it being understood that if at any time either party shall become dissatisfied with the rate of rental so charged, such party shall have the right to call for a re-adjustment of said rates and if such re-adjustment can not be had by agreement, then the question of rentals shall be submitted to arbitrators to be selected as hereinafter provided, who, after investigation of the matter, shall decide whether or not in equity and justice there ought to be any change in the rate of rental, and if so, fix a rate which, in their judgment, would be fair and equitable to all concerned, and the decision of the arbitrators in the premises shall be conclusive upon both parties hereto.

Fourth. The West Shore agrees that it will bear such proportion of the salaries of the officers of the operating and traffic departments of the fifth division of the Seaboard as the mileage of the West Shore bears to the mileage of the said division, which said proportion is hereby fixed at the sum of three hundred and fifty dollars ($350) per annum.

53 Fifth. It is understood and agreed that the compensation for the use of equipment hereinbefore provided, and the proportion of salaries to be paid by the West Shore shall be considered as part of the operating expenses of the railway of the West Shore.

Sixth. It is understood and agreed that the taxes, assessments, insurance, damages to persons or property incurred by reason of the running of cars or through the operation of the railroad, and all other items of expense of every class and description customarily included in the operating expenses of a railroad, shall be considered as part of the operating expenses of the railway of the West Shore.

Seventh. It is understood and agreed that the sum of one hundred and twenty-five dollars ($125) per month shall be allowed and paid to the West Shore out of the earnings of the railway to be used by it in paying the salaries of such of its officers as are not engaged in the direct operation of the company, and in otherwise keeping up the corporate organization of the company, and the said allowance to be considered as a part of the operating expenses of the West Shore.

Eighth. The Seaboard agrees to guarantee the payment, as the same matures, of both the principal and interest of a series of bonds of the West Shore, known as first mortgage four per cent. (4%), thirty year gold bonds, issued and to be issued at the rate of fourteen thousand dollars ($14,000) per mile, of which eleven thousand five hundred dollars ($11,500) per mile shall be used in payment for the construction of the railway of the West Shore, and the remainder of said bonds, to-wit: twenty-five hundred dollars ($2,500) per mile to

remain in the treasury of the company and only to be used for its legitimate corporate purposes, by resolution of the board of directors of the West Shore, sanctioned and approved by resolutions of the board of directors of the Seaboard.

54 Ninth. It is understood and agreed that in the event the gross earnings derived from the operation of the railway of the West Shore are not sufficient to meet the operating expenses and fixed charges of said railway, as hereinbefore provided, the Seaboard will make good any such deficiency, and the West Shore, in consideration thereof, hereby covenants and agrees that at the expiration of every six (6) months it will execute to the Seaboard its non-interest bearing obligations wherein it will bind itself to pay to the Seaboard any such deficiency for the six (6) months immediately preceding, out of the net earnings of the company, over and above the operating expenses and fixed charges, and the same may hereafter accumulate from time to time, and it is distinctly understood and agreed that no dividends can be declared on the capital stock of the West Shore so long as any of its obligations for deficiency in income, as aforesaid, are outstanding and unpaid.

Tenth. The Seaboard agrees that it will treat the West Shore as a favored connection and give it a fair and equitable proportion of the revenue derived from the interchange of business between the companies.

Eleventh. It is understood and agreed that the officers and agents of the Seaboard who may be charged with the operation of the line of railway of the West Shore, shall in all matters pertaining to the business of the West Shore, be deemed and considered the officers and agents of said company.

Twelfth. It is understood and agreed that the president and directors of the West Shore shall be entitled to annual passes over all lines operated by the Seaboard in the State of Florida, including the line of the West Shore.

Thirteenth. The Seaboard agrees that it will keep accurate books of account of the revenue of the West Shore and will render

55 monthly to the president of the West Shore an itemized statement of the earnings and expenses of said railway, and it further agrees that it will pay into the treasury of the West Shore on or before the fifteenth day of each month any surplus of earnings of the preceding month, after having deducted cost of operation.

Fourteenth. In case differences should arise between the parties hereto as to the interpretation and meaning of any clause or phrase of this contract, it is agreed that such differences shall be submitted to a board of arbitrators for adjustment, the Seaboard to select one arbitrator and the West Shore one arbitrator, and the two arbitrators thus chosen to select an umpire; the award of the board of arbitrators shall be final and conclusive upon the parties.

In witness whereof, the parties hereto have caused these presents to be executed by their respective presidents, and sealed with their

respective corporate seals, duly attested by their respective secretaries, the day and year first above written.

4. That the said Seaboard Air Line railway has since the 1st day of June, A. D. 1903, controlled and operated, and now controls and operates the said Florida West Shore railway and its branch lines under the said contract of June 1st, A. D. 1903, hereinbefore set out, and the said Florida West Shore railway is now, and since the 1st day of June, A. D. 1903, has been under the management and control of the said Seaboard Air Line railway, and under one and the same management as the Florida Central & Peninsular railroad, *alias* the Seaboard Air Line railway.

5. That, on the 25th day of June, A. D. 1903, the railroad commissioners of the State of Florida, in session at their office in Tallahassee, Florida, having previously given due notice to the
56 said Seaboard Air Line railway, and after having heard argument in behalf of said company, ordered and adjudged that a certain schedule of freight tariffs should be allowed and adopted for freight shipments from points in Florida to points in Florida over the Seaboard Air Line railway, to apply to shipments from or destined to points on the Florida West Shore railway, and from points on the Florida West Shore railway to points on the Florida West Shore railway, and that the same should be put into operation and become effective on the 1st day of July, A. D. 1903, notice of which was given to the said Seaboard Air Line railway, and that the said schedule of freight tariffs adopted in and by the said order of the said railroad commissioners is the same as appears in the duly certified copy of said order hereto attached and marked 'Exhibit A.'

6. That the Seaboard Air Line railway has not yet adopted said schedule of freight rates, as fixed in said order, and still refuses so to do, but on the contrary thereof charges freight tariffs for freight shipments from points in Florida to points in Florida over the Seaboard Air Line railway from or destined to points on the Florida West Shore railway and from points on the Florida West Shore railway to points on the Florida West Shore railway, in excess of the rates fixed in and by said order, and in violation of said order, and of chap. 4700 of the Laws of Florida, and of rule 1 of rules governing the transportation of freight, duly adopted by the railroad commissioners of Florida, and operative since November 1st, A. D. 1897, which said rule is as follows, to wit:

'III. Rules Governing the Transportation of Freight—Connecting Railroads Under the Same Management.

1. All connecting railroads which are under the management or control, by lease, ownership or otherwise, of one and the same company, and all connecting roads, the majority of whose stock
57 is owned or controlled, either directly or indirectly, by one of the connecting lines shall, for the purpose of transportation

in applying their schedules of freight rates, be considered as constituting but one and the same road, and the rates shall be computed as upon parts of one and the same road, unless otherwise specified. The fact that each of said roads has a separate board of directors shall not prevent the application of this rule. Whenever any railroad company owns and operates in connection with its road, and for the purpose of transporting its cars, freight or passengers, any steamer or other water craft, such steamer or water craft shall be deemed a part of its said road."

The writ commanded defendant immediately to put into operation and effect the schedule of freight tariffs adopted in and by said order of the railroad commissioners, or show cause on February 16, why it refuses to do so. The order of the commissioners made a part of the writ, is as follows, omitting the schedule therein referred to:

"Order No. 25.

Railroad Commission, State of Florida.

In the Matter of Freight Rates for the Seaboard Air Line Railway Company to Apply on Shipments to and from Points on the Florida West Shore Railway.

This matter coming on to be heard after due notice to the Seaboard Air Line Railway Company, and the Seaboard Air Line Railway Company being represented by G. P. Raney, Esq., and E. D. Kyle, ass't gen'l fr't ag't, and the commission having heard the arguments of G. P. Raney, Esq., and E. D. Kyle, ass't gen'l fr't ag't, in behalf of the said Seaboard Air Line Railway Company, and the commissioners being satisfied that the present condition of the freight business of the Florida West Shore railway would justify the ordering into operation of the proposed freight tariff on that line,

58 It is hereby ordered and adjudged by the railroad commission of the State of Florida, that the following schedule of freight tariffs shall be allowed and adopted for freight shipments over the Seaboard Air Line railway, to apply only to shipments from or destined to points on the Florida West Shore railway; and from points on the Florida West Shore railway to points on the Florida West Shore railway, and the same shall be put into operation and be effective on the 1st day of July, A. D. 1903."

The defendant moved to quash the alternative writ, and the motion was denied March 29, 1904, without a written opinion being filed. The return of the defendant, filed April 12, 1904, admits that it entered into the agreement of June 1, 1903, with the Florida West Shore railway, and that it did control and operate the main and branch lines of the latter road under said contract for some time thereafter, but that afterwards the two companies entered into a new agreement in place of and as a substitute for said agreement and

contract of June 1st, 1903, and afterwards the new contract was reduced to writing and executed by the two companies, and that since the new agreement was entered into, which was before the alternative writ issued, the defendant had not controlled or operated the main and branch lines or any part of the Florida West Shore railway, otherwise than under the terms of the new or substituted agreement, which was filed with the railroad commissioners on February 4th, 1904; that the management and operation by the defendant of the Florida West Shore railway and its branch lines under said new or substituted contract, does not constitute the two railways one and the same road under rule 1 of the railroad commission set out in the alternative writ which requires that rates upon such roads shall be computed as upon parts of one and the same road. The return further alleges "that the schedule of freight tariffs adopted by the Florida railroad commission in and by the order of June 25, 1903, and annexed to the alternative
59 writ in this case, does not afford and give to the defendant a reasonable and just tariff of rates for freight shipments over the Seaboard Air Line railway from or destined to points on the Florida West Shore railway or from points on the Florida West Shore railway to points on the Florida West Shore railway, and that such tariff of rates with the tariff of passenger rates prescribed by the railroad commission and now in operation over the said Florida West Shore railway and the Seaboard Air Line railway are not sufficient to afford the Seaboard Air Line railway and the Florida West Shore railway a reasonable income from the operation of said roads or in fact any net income from the operation of such roads in the conduct of business local to the State of Florida, and not including commerce between the States or foreign commerce over and above the reasonable cost of constructing and maintaining said railroads and paying the fixed charges thereon.

The new or substituted contract attached to and made a part of the return is substantially in the language of the contract of June 1, 1903, except in the following particulars: The ninth paragraph of the first contract is omitted from the second, the eighth was changed so as to read as follows:

"*Eighth.* The Seaboard agrees to guarantee the payment, as the same mature of both the principal and interest of seven hundred and twelve thousand dollars ($712,000) par value of a series of bonds of the West Shore, known as 'first mortgage five per cent. (5%) thirty (30) year gold bonds,' issued and to be issued at the rate of twelve thousand dollars ($12.000) per mile.

The West Shore agrees that no dividends shall be declared on any of its stock, without the permission of the Seaboard, until January
1, 1909. The West Shore also agrees that it will at all times
60 elect as members of its board of directors two (2) nominees of the Seaboard."

The new contract provides for annual passes for the president and directors of the West Shore "over all lines operated by the Seaboard

including the line of the West Shore," instead of confining the passes to lines operated by the Seaboard in Florida as in the first contract.

A new paragraph was added to the substituted agreement as follows:

"*Fourteenth.* The provisions of this agreement are effective and operative from and after the first day of June, 1903, and shall continue in force during the life of said bonds: Provided, however, that the West Shore shall have the right at any time after January 1st, 1909, by a majority vote of its stockholders, to determine this agreement upon giving six (6) months' notice in writing to the president of the Seaboard of its intention so to do, having first (that is to say, prior to the expiration of said six (6) months, either paid off or retired the said issue of bonds, or otherwise relieved the Seaboard from all liability on its guarantee of said bonds, in a manner satisfactory to the counsel of the Seaboard."

On May 17th, 1904, the defendant filed by leave of this court, a further and additional return, which sets up the new or substituted agreement and claims that the operation and management of the West Shore under the new agreement does not constitute the two roads one and the same road under rule 1 of the railroad commissioners so as to require that rates upon such roads shall be computed as upon parts of one and the same road, substantially as the same matters were set up in the former return, and in addition the return alleges "that the schedule of freight tariffs adopted by the Florida railroad commission in and by the order of June
61 25, 1903, and annexed to the writ in this cause does not afford and give to the defendant a reasonable and just tariff of rates for freight shipments over the Seaboard Air Line railway from or destined to points on the Florida West Shore railway, or from points on the Florida West Shore railway to points on the Florida West Shore railway, and that such tariff of rates with the tariff of passenger rates now in operation over the Florida West Shore railway and over the Seaboard Air Line railway are not sufficient to afford the Seaboard Air Line railway and said Florida West Shore railway a reasonable income from the operation of said railroads in the conduct of business local to the State of Florida and including the earnings of said railroad in Florida from interstate and foreign commerce over and above the reasonable cost of constructing, maintaining and operating said railroad."

The plaintiff now moves to quash the returns and for a peremptory writ upon the following grounds: 1. Said returns are frivolous and evasive.

2. Said returns are argumentative, and state conclusions of law.

3. The contract entered into by the respondent and the Florida West Shore railway on January 15th, 1904, does not affect the relation maintained by the respondent to the Florida West Shore railway under the contract of June 1st, 1903, between said railroad companies.

4. The respondent has now the same management and control of

the lines of railroad of the Florida West Shore as it had under and by virtue of the contract of June 1st, 1903.

5. Said returns are insufficient to show that under said rule 1, the railroads of the respondent and the Florida West Shore railway should not, for the purpose of transportation, in applying their schedule of freight rates, be considered as constituting but one and the same road.

62 6. The questions of law raised in said returns were presented to the court in the motion of the respondent to quash said alternative writ, and the motion was denied by the court.

7. The last paragraph of said returns which deny the sufficiency of the rates prescribed by said railroad commissioners does not show that the said rates are unjust or unreasonable, nor are facts therein alleged from which the court could infer that the said rates are unreasonable.

8. Said returns do not state facts relied upon as a defense with such precision and certainty as to advise the court of all particulars necessary to enable it to pass judgment upon the sufficiency of the returns.

63 CARTER, *J.* (*after stating the facts.*)

Sections 3 and 4, chapter 4700, act of 1899 (the railroad commission law), prohibit any railroad, railroad company or common carrier from charging, collecting, demanding or receiving more than a fair or reasonable rate of toll or compensation for the transportation of passengers or freight, and from making unjust discrimination in its rates or charges of toll or compensation for transporting passengers or freight "upon its tracks or any of the branches thereof or upon any railroad within this State which it has the right, license, or permission to use, operate or control." Section 5 defines the term "railroad" as used in the act as including among other things, "all the road in use by any corporation, receiver, trustee or any other person operating a railroad whether operated under any contract, agreement, lease or otherwise." By section 6 the railroad commissioners are given power to "make reasonable and just rates of freight and passenger tariffs to be observed by all railroads, railroad companies and common carrier doing business in this State over their respective lines or connecting lines," and by section 8 they are required to "make and furnish to each railroad corporation doing business in this State as soon as practicable, a printed or written schedule of just and reasonable rates and charges for transportation of freights, passengers and cars upon its railroad or railroads under its control or management."

The returns do not deny, but specifically admit, that the defendant "did control and operate the main and branch lines of" the West Shore under the first contract. It does not deny that it controls and operates the same road under the second agreement, but denies simply that it controls and operates same otherwise than under the

terms of the second agreement. A careful reading of that agree-
64 ment satisfies the court that under its terms the Seaboard has "the right, license or permission to operate" the West Shore railway, and that such railway is "in use" by the Seaboard and "operated by" it under "a contract or agreement," within the meaning of the railroad commission law, and that under section 6 of that law the commissioners are authorized to make reasonable and just rates of freight and passenger tariffs to be observed by the Seaboard in the operation of the West Shore. There is nothing in the language of the statute which justifies the construction contended for, *viz:* that the operation of the road must be under such a contract as that the operation is for the benefit of the operating company as by a lease or other contract under which the operating company will be entitled in its own right to the income or profits of the business. We entertained the same view of the first contract in overruling the motion to quash the alternative writ, and see nothing in the substituted contract to cause us to change the opinion then entertained. The companies having entered into the relationship shown by the contract voluntarily after the passage of the railroad commission law have no ground to complain that their freight and passenger rates are to be fixed and regulated in view of that relation. It is contended, however, that the contract does not constistitute the two roads one road within the meaning of the commission rule #1, set up in the alternative writ. The regulation here sought to be enforced does not attempt merely to apply rule #1 to the two companies, but sets forth and adopts a schedule of rates for all classes of freight transported to and from points on the Seaboard in Florida, from and to points on the West Shore, and to and from points on the West Shore to and from other points on the same road. If, therefore, the language of the rule is not broad enough to embrace the present case, the special regulation here sought to be enforced is within the power conferred upon the commissioners and can, therefore, be enforced notwithstanding the inapplicability of rule #1. The court is, therefore, of opinion that the returns in so far as they rely upon the contract set up, furnish no answer to the writ.

65 The returns attempt to question the reasonableness of the rates established by the railroad commissioners. They contain general allegations that the rates are not just and reasonable, but these general allegations are qualified by other statements that the rates if enforced will not afford a reasonable income or in fact any net income over and above the reasonable cost of constructing and maintaining said railroads. The original return goes further and includes with the cost of construction and maintenance the payment of fixed charges, which counsel admitted in argument means taxes and interest on outstanding bonds. The vice in this method of pleading lies in the fact that the question of reasonableness is made to depend upon the capacity of the rates to yield a net income over and above the cost of constructing and maintaining the road

and the payment of fixed charges, whereas circumstances may exist under which rates are reasonable which do not afford a net income above the cost of operation and taxes, or the cost of operation, taxes and fixed charges. The returns set forth a few elements entering into the question as to what constitutes a reasonable rate, and attempt to make those elements controlling, whereas the conditions surrounding the operation of the road may deprive them of controlling force. The use of the words "reasonable cost of constructing" renders the pleading very ambiguous. The reasonable cost of construction is to be considered in determining the fair value of the company's property, which is an element entering into the question of reasonableness of the rate, but the cost of construction is not to be deducted from the earnings under the proposed rates in ascertaining if those rates are reasonable, for under such a rule the public would be compelled to pay for constructing the road without being entitled to its ownership.

The amended return seeks to test the reasonableness of the rates by taking into consideration as part of the income of the road a portion of the earnings from interstate and foreign commerce
66 whereas under the decisions of the Supreme Court of the United States this can not be done. No doubt interstate and foreign business can and should be considered in determining the proportion of the value of the property assignable to domestic business, and for other purposes, but no part of the earnings or losses from such business can be charged to or against the income account of the company in ascertaining the reasonableness of domestic rates. See Smyth v. Ames, 169 U. S. 466, 18 Sup. Ct. Rep. 418; Chicago, M. & St. P. Ry. Co. v. Thompkins, 176 U. S. 167, 20 Sup. Ct., Rep. 336; Minneapolis & St. Louis R. R. Co. v. Minnesota, 186 U. S. 257. See, also, San Diego Land & Town Co. v. City of National City, 174 U. S. 739, 19 Sup. Ct. Rep. 804.

It is contended by relators that a return questioning the reasonableness of a rate sought to be enforced by mandamus must set up in detail the facts and figures from which the court can see that the rates are reasonable. There is force in the suggestion that as the law makes the rates *prima facie* reasonable, an attack upon such rates should be full and specific, showing facts from which the court can say affirmatively that they are not reasonable. No doubt some such degree of particularity would be required in a bill in equity seeking to enjoin such rates. But we do not think this case stands in the attitude of a bill in equity. Here an attempt is made to enforce the rates, and the alternative writ necessarily by implication at least, alleges that the rates are reasonable. The relators are not required to set out specially the facts showing that the rates are reasonable because the law makes the schedule of rates prescribed by the commissioners *prima facie* reasonable. The allegations of the return attacking the reasonableness of the rates are of the nature of a denial of the implied allegations of reasonableness in the writ. If particulars were required in the return it would lead to great

prolixity in pleading, and so many elements enter into the question which would be of greater or less force according to circum-
67 stances, that it would be almost impossible to frame a return upon such a theory. We think a return which alleges positively and unequivocally that the passenger and freight tariffs prescribed by the commissioners are unreasonable, and that they do not give to the company fair and reasonable compensation for the services required to be perfomred by it, may be held to sufficiently set forth the ultimate fact in this class of cases without requiring a more detailed statement of particular facts which after all are mere evidentiary facts bearing upon the ultimate fact. This rule obtains in negligence cases where it is only necessary to allege that the act was negligently and carelessly done, without further particulars, and we hold that from necessity in this class of cases allegations of the nature suggested will be sufficient. See People *ex rel.* Pekin, Lincoln and Decatur Railroad Co. v. Board of Supervisors of Logan County, 63 Ill., 374.

The third plea which was held good on demurrer in the case of Pensacola & A. R. Co. v. State, 25 Fla., 310, 5 South. Rep., 833, was very general in its language, the court remarking that under it any legitimate evidence upon the question of reasonableness might be given.

From the views expressed it results that the motions to quash the returns must be granted, but as respondent asks leave to amend, leave is granted to file an amended return denying the reasonableness of the rates prescribed on or before the 26th inst., the State to plead thereto on or before the 29th inst.

Taylor, C. J., and Hocker, Shackleford and Cockrell, JJ., concur.

Whitfield, J., being disqualified, took no part in the consideration of this case.

68 And thereafter on the same day, the 21st day of July, A. D. 1904, the supreme court of Florida entered its judgment granting the motion to quash the returns, with leave to the respondent to file an amended return on or before the 26th instant, which judgment is in the words and figures as follows, to-wit.

Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* RAILROAD COMMISSIONERS, &c., *et al.*, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, Defendant. } (# 1.)

This cause coming on to be heard upon motions of counsel for the relators to quash the returns of the respondent to the alternative writ of mandamus, and the same having been argued by counsel for the respective parties, and the court having considered the same, and being now advised of its judgment in the premises, it is ordered

that the said motions to quash the returns be and the same are hereby granted, with leave to the respondent to file an amended return denying the reasonableness of the rates prescribed, on or before Tuesday, the 26th instant, the State to plead thereto on or before Friday, the 29th instant.

The opinion of the court in this cause was this day read by Mr. Justice Carter, and ordered to be filed.

(Mr. Justice Whitfield, being disqualified, took no part in the disposition of this case.)

69 And afterwards, to-wit: on the 26th day of July, A. D. 1904, the respondent filed its amended return to the alternative writ of mandamus, which return is in the words and figures following, to-wit:

In the Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS of the State of Florida, the Attorney-General of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida, Plaintiff,

vs.

SEABOARD AIR LINE RAILWAY, a Corporation, etc., Defendant.

The Amended Return of the Seaboard Air Line Railway, a Corporation, etc., the Defendant, to the Alternative Writ of Mandamus in the Above Cause.

The Seaboard Air Line Railway, defendant aforesaid, for an amended return, made by leave of court, to said alternative writ of mandamus, says:

That the passenger and freight tariffs prescribed by the railroad commissioners of the State of Florida to be observed by the defendant in the carriage of freight and passengers in the State of Florida, including the schedule of tariff of rates sought to be enforced in this proceeding are unreasonable and do not give to the defendant fair and reasonable compensation for the services required to be

70 performed by it in the carriage of such freight and passengers; and that the enforcement of such tariff and rates of said Florida railroad commission will result in depriving respondent of its property without due process of law and of the equal protection of the laws contrary to the guarantees of the Constitution of the United States and the amendments thereof.

SEABOARD AIR LINE RAILWAY,
By GEO. P. RANEY,
Division Counsel for Florida.

Attest: ——— ———, Secretary.

JNO. C. COOPER,
GEO. P. RANEY,
Attorneys for Defendant.

STATE OF FLA., }
Duval Co. }

Before me a notary public State of Florida at large, personally appeared D. E. Maxwell, and he being duly sworn deposes and says that he is general agent of the Seaboard Air Line railway, a corporation, etc., respondent in the above cause, and that the statements made in the above return are true.

D. E. MAXWELL.

Sworn to and subscribed before me this 23 day of July, 1904.
Witness my hand and official seal.
[SEAL.] C. LYMAN SPENCER,
Notary Public, State of Florida, at Large.

My commission expires January 29th, 1907.

71 And afterwards, to-wit: on the 29th day of July, A. D. 1904, the plaintiff filed a motion to quash the amended return of the respondent to the alternative writ of mandamus, which motion is in the words and figures following, to-wit:

In the Supreme Court of Florida, January, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, Attorney-General of the State of Florida, and J. M. Barrs, Special Counsel for the Railroad Commissioners of said State, } #1.
vs.
SEABOARD AIR LINE RAILWAY.

Motion to Quash the Amended Return to Alternative Writ of Mandamus and for Issuance of Peremptory Writ of Mandamus.

And now comes the plaintiff in the above entitled cause, by W. H. Ellis, its attorney-general, and J. M. Barrs, special counsel for the railroad commissioners of the State of Florida, and moves the court to quash the amended return of the respondent to the alternative writ of mandamus herein and to issue a peremptory writ of mandamus in accordance with said alternative writ heretofore issued. And for grounds of its said motion, the plaintiff shows to the court here the following:

1. That said return is frivolous and evasive.
2. That said return does not allege positively and unequivocally that the passenger and freight tariffs prescribed by the commissioners are unreasonable.

72 3. That the return shows no cause why the alternative writ should not be made peremptory.

WM. H. ELLIS,
Attorney-General of the State of Florida.
J. M. BARRS,
Special Counsel for the State of Florida.

And afterwards, to-wit: on the 30th day of July, A. D. 1904, the supreme court made an order denying the motion of plaintiff to quash the amended return, and for a peremptory writ of mandamus, which order is in the words and figures following, to wit:

Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, Attorney-General, *et al.*, Plaintiffs,
vs.
SEABOARD AIR LINE RAILWAY, Defendant. } (No. 1.)

This cause having been submitted to the court upon motion of plaintiffs to quash the amended return and for a peremptory writ of mandamus, upon consideration thereof it is ordered that the said motion be and the same is hereby denied.

And afterwards, to wit: on the 1st day of August, A. D. 1904, the plaintiff filed its joinder of issue and motion for order to take testimony, which joinder and motion are in the words and figures following, to-wit:

73 In the Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS of the State of Florida, &c.,
vs.
THE SEABOARD AIR LINE RAILWAY, &c. } (#1.)

Joinder of Issue on Return and Motion for Order to Take Testimony.

Now comes the State of Florida and joins issue upon the amended return of respondents to the alternative writ of mandamus issued herein and moves the court for an order to take testimony on the issues joined.

W. H. ELLIS,
Attorney General of the State of Florida.
J. M. BARRS,
Special Counsel for the State of Florida.

And on the same day, to-wit: the 1st day of August, A. D. 1904, the supreme court made an order that the cause be set for trial on the 4th day of October, A. D. 1904, which order is in the words and figures following, to-wit:

Supreme Court of Florida, June Term, A. D. 1904.

Mr. Justice Whitfield, being disqualified in the following case retires from the bench:

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, Attorney-General, &c., *et al.*, Plaintiff,
vs.
SEABOARD AIR LINE RY. Co., Defendant. } (No. 1.)

74 Counsel for the respondent having announced in open court that it did not desire to apply for leave to further amend its return, comes now the plaintiff and files its joinder of issue upon the amended return of the respondent to the alternative writ of mandamus herein, and moves for an order to take testimony on the issues joined; and thereupon the cause being at issue, it is ordered that same be set for trial on the 4th day of October, A. D. 1904, upon which day the parties are required to produce their testimony before the court. In the meantime, if either party so desires, it may take depositions of witnesses, upon commission issued by the clerk of this court, or before a justice of the peace in accordance with the statutes of this State and the rules governing circuit courts in the matter of depositions; and the clerk of this court is directed to issue commissions for the taking of such depositions as may be duly applied for by either party, in accordance with such statutes and rules.

And afterwards, to-wit: on the 4th day of October, A. D. 1904, the supreme court made an order continuing the cause for hearing on Wednesday, the 12th instant, which order is in the words and figures as follows, to-wit:

Supreme Court of Florida, June Term, A. D. 1904.

Mr. Justice Whitfield, being disqualified in the following case, retires from the bench:

THE STATE OF FLORIDA *ex Rel.* RAILROAD COMMISSIONERS *et al.*, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, Defendant. } # 1.

This cause having been set for trial on this day, now upon application of counsel for the respondent it is ordered that the same be continued for hearing on Wednesday, the 12th instant.

75 And afterwards, to-wit: on the 12th day of October, A. D. 1904, the supreme court made an order in the words and figures following, to-wit:

Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS *et al.*, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, Defendant. } No. 1.

This cause being at issue and being set for trial on this day, come now the parties by their counsel, and the defendant produces and files as evidence the annual report of the Seaboard Air Line railway for the year ending June 30, 1904, filed with the railroad commission, and the seventh annual report of the railroad commission; and the plaintiff's counsel announcing that he would introduce no testimony, thereupon the cause is continued for argument until to-morrow.

Mr. Justice Whitfield, being disqualified, took no part in this matter.

And afterwards, to-wit: on the 13th day of October, A. D. 1904, the supreme court made an order in the words and figures following, to-wit:

Supreme Court of Florida, June Term, A. D. 1904.

Mr. Justice Whitfield, being disqualified in the following case, retires from the bench:

THE STATE OF FLORIDA *ex Rel.* THE RAILROAD COMMISSIONERS *et al.*, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, Defendant. } (No. 1.)

76 In pursuance of an order entered herein on yesterday, this cause is now submitted on the evidence introduced at that time and the argument of counsel for the respective parties, but the court not being advised of its judgment in the premises, time is taken to consider thereof.

And afterwards, to-wit, on the 19th day of October, A. D. 1904, the supreme court of Florida filed with the clerk of said court its opinion in said cause, which opinion is in the words and figures as follows, to-wit:

77 In the Supreme Court of Florida, June Term, A. D. 1904.
En Banc,

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, as Attorney General of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, a Corporation, Respondent.
(No. 1.) Original.

*Per Curiam:*

The issues and the burden of proof in this case were set out fully in our opinion filed on the motion to quash the return, — Fla. —, 37 South. Rep. 314. The respondent has wholly failed to meet these issues and the peremptory writ must, therefore, be awarded.

Judge Carter, if present, would concur.

Taylor, C. J., Shackleford, Cockrell and Hocker, JJ., concur.

Carter, J., absent. Whitfield, J., being disqualified, took no part in the consideration of this case.

78 And afterwards, to-wit: on the 19th day of October, A. D. 1904, the supreme court entered its judgment finding the issues in favor of the plaintiff, and granting a peremptory writ of mandamus, which judgment is in the words and figures following, to-wit:

Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, as Attorney-general, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, a Corporation, Defendant.
# 1.

This cause coming on to be heard upon the amended return of the respondent filed by leave of the court July 26, 1904, and the joinder of issue upon the amended return of the respondent to the alternative writ of mandamus issued herein, and upon the documentary evidence in behalf of the respondent submitted on the 12th instant, and having been argued by counsel for the respective parties, and the court having considered the same, and being now advised of its judgment in the premises finds the issues in favor of the plaintiff; therefore it is ordered that the peremptory writ of mandamus be and the same is hereby granted; and it is further ordered that the plaintiff do recover of the respondent its costs by it in this

behalf expended, which costs are taxed at the sum of —;
79 and it is further ordered that the respondent is required to make return to this court instanter of its full compliance with the commands of the said peremptory writ of mandamus.

The opinion of the court in this cause was this day read and ordered to be filed.

Mr. Justice Whitfield, being disqualified, took no part in the consideration of this case.

And afterwards, to-wit: on the 2nd day of November, A. D. 1904, the supreme court made an order in the words and figures following to-wit:

Supreme Court of Florida, June Term, A. D. 1904.

It is ordered that the minutes of February 15, 1904, be amended, *nunc pro tunc*, by inserting therein the following:

| | |
|---|---|
| THE STATE OF FLORIDA *ex Rel.* THE RAILroad Commissioners of the State of Florida, J. B. Whitfield, as Attorney-general of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida, Plaintiff, vs. THE SEABOARD AIR LINE RAILWAY, a Corporation under the Laws of the States of Virginia and North Carolina, Defendant. | (No. 1.) Mandamus. |

80 It appearing to the court that the above named J. B. Whitfield has resigned as attorney-general of the State of Florida, and that W. H. Ellis has been appointed and is now the attorney-general of said State, it is orderd that this cause do proceed in the name of "W. H. Ellis as attorney-general of said State," as one of the relators, in lieu of J. B. Whitfield, resigned.

81 And afterwards, to-wit: on the 2nd day of November, A. D. 1904, came the respondent, by counsel, and filed in open court before the chief-justice its petition for the allowance of a writ of error to the judgment heretofore rendered herein returnable before the Supreme Court of the United States, which petition is in the words and figures as follows, to-wit:

In the Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, as Attorney-general of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida, Plaintiff,

vs.

SEABOARD AIR LINE RAILWAY, a Corporation under the Laws of the States of Virginia and North Carolina, Defendant.

(No. 1.)

To the Honorable R. Fenwick Taylor, chief-justice of the supreme court of the State of Florida:

The petition of The Seaboard Air Line Railway, a body corporate under the laws of the States of Virginia and North Carolina, the respondent in the above stated cause, showeth that a final judgment was rendered by the said supreme court of the State of Florida in said cause on the 19th day of October, A. D. 1904, and that said cause is an action by writ of mandamus in said supreme court of Florida in the exercise of its original jurisdiction; and that in and by said judgment a peremptory writ of mandamus was awarded against respondent, compelling the respondent to
82 put into operation and effect a schedule of freight tariffs prescribed by the railroad commissioners of the State of Florida by an order made on the 25th day of June, A. D. 1903, for freight shipments from or destined to points on the Florida West Shore railway and from points on the Florida West Shore railway to points on the Florida West Shore railway over the Seaboard Air Line railway from points in Florida to points in Florida; and that in and by the amended return of respondent to the alternative writ of mandamus in said cause it was alleged by respondent that the passenger and freight tariff prescribed by the railroad commissioners of the State of Florida to be observed by respondent in the carriage of freight and passengers in the State of Florida, including the schedule or tariff of rates sought to be enforced in this proceeding, were unreasonable, and did not give to the respondent fair and reasonable compensation for the services required to be performed by it in the carriage of freight and passengers and that the enforcement of such tariff of rates of said Florida railroad commission would result in depriving respondent of its property without due process of law and of the equal protection of the laws, contrary to the guarantees of the Constitution of the United States and the amendments thereof. That by the decision and judgment of the said supreme court of the State of Florida, rendered upon the issues made by said amended fifth return after the hearing of testimony in the cause, it was adjudicated by said supreme court of Florida both that the rate so prescribed by said order of the railroad commission was not unreasonable and that said rate, taken in connection with the other

rates prescribed by the said railroad commission does not deprive the respondent of its property without due process of law nor of the equal protection of the lawv within the inhibition of the Federal Constitution.

The said supreme court oof the State of Florida is the highest court of the State of Floridaa having jurisdiction of said cause, and said judgment is a final juddgment in the highest court of the State of Florida in which a deecision in said suit could or can be had.

83 Your petitioner, therefore, prays your honor to allow a writ of error to the saaid respondent in the above stated cause, returnable to the Supreme Court of the United States, according to the rules of said last named court, the acts of Congress and the Constitution of the United States in such cases made and provided; and that your honor will fix thee amount of the penalty of the bond to be given by petitioner and tdo operate as a supersedeas to the enforcement of such judgment of the supreme court of Florida.

And your petitioner, as in duty bound, will ever pray.

GEO. P. RANEY,
Attorney for Petitioner.

Whereupon on the said daay, the 2nd day of November, A. D. 1904, the prayer of the petitionerr was granted by an order in the words and figures as follows, to-wit:

Upon reading and considdering the foregoing petition, and it appearing that the cause is one in which the Seaboard Air Line railway is entitled to a writ oof error under the Constitution of the United States and the acts of Congress, the writ of error hereby prayed for is hereby alloweed; and the amount of the penalty of the bond to be given by petitiooner to operate as a supersedeas to the enforcement of the judgmeent of the supreme court of Florida is hereby fixed at three thousaand dollars.

Done at Tallahassee, Florrida, this the 2nd day of November, A. D. 1904.

R. F. TAYLOR,
Chief-justice Supreme Court of Florida.

And thereafter upon the same day, the 2nd day of November, A. D. 1904, upon presentattion to the chief-justice of the aforesaid petition for the allowance off writ of error, the same was allowed by the chief-justice as appears upon the original writ of error, the original of which writ of errorr, with the allowance thereof, is in the words and figures as followss, to-wit:

84 THE UNITED STATES OF AMERICA, *ss*:

The President of the United States to the honorable the supreme court of the State of Florida, Greeting:

Because in the records and proceedings, as also in the rendition of the judgment, of a plea which is in the said supreme court of the State of Florida before you, or some of you, being the highest court of law and equity of the said State in which a decision could be had in the said suit between the State of Florida upon the relation of W. H. Ellis as attorney-general of said State, and J. M. Barrs as special counsel for Jefferson B. Browne, John L. Morgan and R. Hudson Burr, railroad commissioners of said State, and the Seaboard Air Line railway, a body corporate under the laws of the States of Virginia and North Carolina, wherein was drawn in question the validity of an authority exercised under said State on the ground of the same being repugnant to the Constitution of the United States as depriving said Seaboard Air Line railway of its property without due process of law, and of the equal protection of the laws, and the decision was in favor of the validity of such authority, a manifest error hath happened to the great damage of the said Seaboard Air Line railway, as by its complaint appears, we being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first day of December, A. D. 1904, in the Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of said Supreme Court of the United States, the 2nd day of November, in the year of our Lord nineteen hundred and four.

[Seal U. S. Circuit Court, Northern Dist. of Florida.]

F. W. MARSH,
Clerk United States Circuit Court, Fifth Circuit
and Northern District of Florida,
By J. J. HODGES,
Dep. Clerk.

Writ of error allowed November 2nd, 1904.
R. F. TAYLOR,
Chief-Justice Supreme Court of Florida.

[Endorsed:] Filed Nov. 2, 1904. B. B. Wilson, clerk supreme court.

85 And upon the same day, the 2nd day of November, A. D. 1904, a citation was allowed by the chief-justice as appears by the original thereof, which original citation with acceptances of service thereof by the attorneys for the defendant in error, is in the words and figures as follows, to wit:

86 THE UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the State of Florida upon the relation of W. H. Ellis, as attorney-general of said State, and J. M. Barrs, as special counsel for Jefferson B. Browne, John L. Morgan, and R. Hudson Burr, railroad commissioners of said State, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first day of December, A. D. 1904, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Florida, wherein The Seaboard Air Line Railway, a corporation under the laws of the States of Virginia and North Carolina, is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the final judgment therein rendered against the said plaintiff in error on the 19th day of October, 1904, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable R. F. Taylor, chief-justice of the supreme court of the State of Florida, this the second day of November, in the year of our Lord nineteen hundred and four (A. D. 1904).

R. F. TAYLOR,
Chief-Justice of the Supreme Court of Florida.

By the chief-justice:

[Seal Supreme Court of the State of Florida.]

Attest: B. B. WILSON,
Clerk Supreme Court, State of Florida.

Service accepted this November 3rd 1904.

W. H. ELLIS,
Att'y Gen'l, State of Florida.

Service accepted this 4th day of November 1904.

J. M. BARRS,
Special Counsel for Railroad Commissioners
of the State of Florida.

[Endorsed:] The State of Florida *ex rel.* W. H. Ellis, att'y-gen., etc., v. Seaboard Air Line Railway (# 1). Citation. Filed Nov. 11, 1904. B. B. Wilson, clerk supreme court.

87 And thereafter on the same day, the 2nd day of November, A. D. 1904, the original supersedeas bond of the plaintiff in error on this writ of error, approved by the Honorable R. F. Taylor, chief-justice of the supreme court of the State of Florida, was filed, which supersedeas bond is in the words and figures as follows, to-wit:

Approved as to form.

LEIGH R. WATTS,
General Counsel.

Know all men by these presents, that we, the Seaboard Air Line railway, a body corporate under the laws of the States of Virginia and North Carolina and other States, as principal, and the United States Fidelity & Guaranty Company of Baltimore, a body corporate under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Florida in the sum of three thousand dollars, to be paid unto the State of Florida, its successors and assigns; the payment of which amount, well and truly to be made, we bind ourselves and our successors jointly and severally firmly by these presents.

Sealed with our seals this the 2 day of November, A. D. 1904.

Whereas, lately at a term of the supreme court of the State of Florida, in a cause pending in said court wherein The State of Florida upon the relation of William H. Ellis as attorney-general of said State, and J. M. Barrs as special counsel for Jefferson B. Browne, John L. Morgan and R. Hudson Burr, railroad commissioners of said State, was plaintiff, and the said Seaboard Air Line Railway, which is described in said proceedings as a body corporate under the laws of Virginia and North Carolina, was defendant, a final judgment was rendered in and by said court against said defendant on the 19th day of October, in the year 1904, awarding a peremptory writ of mandamus against said Seaboard

88 Air Line railway, commanding it to put into operation and effect the rates prescribed by an order of the railroad commissioners of the State of Florida made on the 25th day of June, 1903, to-wit: the schedule of freight tariffs adopted by said order for freight shipments from or destined to points on the Florida West Shore railway and from points on the Florida West Shore railway to points on the Florida West Shore railway over the Seaboard Air Line railway from points in Florida to points in Florida; and,

Whereas, the Seaboard Air Line railway is about to apply to the chief-justice of the supreme court of the State of Florida for the allowance of a writ of error to the Supreme Court of the United States for a review by said Supreme Court of the United States of the aforesaid judgment of the said supreme court of the State of Florida;

Now, therefore, the condition of the above obligation is such, that if the said Seaboard Air Line railway shall make such application to the chief-justice of said supreme court of the State of Florida and the chief-justice of said supreme court of the State of Florida shall

allow such writ of error and the Seaboard Air Line railway shall prosecute said writ of error to effect, and shall answer all damages and costs that may be awarded against said company if it fails to make good its plea, then the above obligation to be void, but otherwise to remain in full force and virtue.

[Seal of Seaboard Air Line Railway.]

SEABOARD AIR LINE RAILWAY,
By J. M. BARR.

Attest: ROB'T L. NUTT,
Ass't Secretary.

[Seal of U. S. Fidelity and Guaranty Company.]

UNITED STATES FIDELITY & GUARANTY COMPANY,
By R. W. WILLIAMS, JR., AND
R. W. WILLIAMS,
Its Attorney in Fact.

89 Approved this Nov. 2nd, 1904.
R. F. TAYLOR,
Chief-Justice Supreme Court of Florida.

And thereafter on the same day, the 2nd day of November, A. D. 1904, the plaintiff in error, by its attorney, filed in said supreme court of Florida its assignment of errors on the writ of error to the Supreme Court of the United States, the original of which assignment of errors is in the words and figures as follows, to-wit:

90 In the Supreme Court of Florida, June Term, A. D. 1904.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, as Attorney-General of said State, and J. M. Barrs, as Special Counsel for the Railroad Commissioners of the State of Florida, Plaintiff,
vs.
SEABOARD AIR LINE RAILWAY, a Corporation under the Laws of the States of Virginia and North Carolina, Defendant.

No. 1. (No. 1.)

Now comes the respondent above named, and, in connection with its petition for writ of error, assigns the following errors in the action and proceedings of the said the supreme court of the State of Florida in said cause:

First. The court erred in overruling and denying the motion of the respondent, Seaboard Air Line Railway, to quash the alternative writ of mandamus.

Second. The court erred in making its order of March 29th, 1904, refusing to quash the alternative writ of mandamus.

Third. The court erred in quashing the return of the respondent to the alternative writ of mandamus.

Fourth. The court erred in making its order of July 21st, 1904, quashing the return of respondent to the alternative writ of mandamus.

Fifth. The court erred in quashing the further and additional return filed by the respondent to the alternative writ of mandamus.

Sixth. The court erred in making its order of July 21st, 1904, quashing the further and additional return of the respondent to the alternative writ of mandamus.

Seventh. The court erred in its final judgment awarding the peremptory writ of mandamus.

Eighth. The court erred in its final judgment awarding the peremptory writ of mandamus, and adjudging that the schedule of freight tariffs prescribed by the railroad commissioners of the State of Florida by an order made on the 25th day of June, A. D. 1903, was not unreasonable.

Ninth. The court erred in its final judgment awarding the peremptory writ of mandamus, and adjudging that the schedule of freight tariffs prescribed by the railroad commissioners of the State of Florida, by its order of June 25th, 1903, taken in connection with the other rates prescribed by the said railroad commissioners of the State of Florida, to be observed by the respondent in the carriage of freight and passengers in the State of Florida, was not unreasonable.

Tenth. The court erred in its final judgment awarding the peremptory writ of mandamus, and adjudging that the schedule of freight tariffs prescribed by the railroad commissioners of the State of Florida, by its order of June 25th, 1903 taken in connection with the other rates prescribed by the said railroad commissioners of the State of Florida, to be observed by the respondent in the
91 carriage of freight and passengers in the State of Florida, does not deprive respondent of its property without due process of law, within the inhibition of the Federal Constitution.

Eleventh. The court erred in its final judgment awarding the peremptory writ of mandamus, and adjudging that the schedule of freight tariffs prescribed by the railroad commissioners of the State of Florida by its order of June 25th, 1903, taken in connection with the other rates prescribed by the said railroad commissioners of the State of Florida, to be observed by the respondent in the carriage of freight and passengers in the State of Florida, does not deprive respondent of its property without due process of law, nor of the equal

protection of the laws within the inhibition of the Federal Constitution.

Twelfth. The court erred in its final judgment awarding the peremptory writ of mandamus, and adjudging that the schedule of freight tariffs prescribed by the railroad commissioners of the State of Florida by its order of June 25th, 1903, was not unreasonable, and that said rate taken in connection with the other rates prescribed by the railroad commissioners of the State of Florida, to be observed by respondent in the carriage of freight and passengers in the State of Florida, does not deprive the respondent of its property without due process of law, within the inhibition of the Federal Constitution.

Thirteenth. The court erred in its final judgment awarding the peremptory writ of mandamus, and adjudging that the schedule of freight tariffs prescribed by the railroad commissioners of the State of Florida by its order of June 25th, 1903, was not unreasonable, and that said rates, taken in connection with the other rates prescribed by the railroad commissioners of the State of Florida, to be observed by respondent in the carriage of freight and passengers in the State of Florida, does not deprive the respondent of its property without due process of law, nor of the equal protection of the laws, within the inhibition of the Federal Constitution.

Fourteenth. The court erred in each and every of its judgments and orders rendered in the above cause.

Wherefore respondent prays that said errors may be cured, and the judgment of the said supreme court of Florida may be reversed and held for naught.

GEO. P. RANEY,
Attorney for Petitioner.

91½ [Endorsed:] Filed Nov. 2 1904 B. B. Wilson, clerk supreme court.

92 And afterwards, to-wit: on the 29th day of November, A. D. 1904, the plaintiff in error, by its attorney, filed in the supreme court of Florida its petition for an order extending the time for filing the record in the Supreme Court of the United States, which petition is in the words and figures as follows, to-wit:

Supreme Court of the State of Florida.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, as Attorney General of said State, and J. M. Barrs, as Special Counsel for Jefferson B. Browne, John L. Morgan, and R. Hudson Burr, Railroad Commissioners of said State,
vs.
SEABOARD AIR LINE RAILWAY, a Corporation. } No. 1.

To the Honorable R. F. Taylor, chief-justice of the supreme court of the State of Florida:

The petition of The Seaboard Air Line Railway, defendant above named, respectfully shows that owing to the pressure of other business requiring the attention of Mr. Geo. P. Raney, its division counsel for the State of Florida, who has had the above cause in charge, and the consequent inability of such counsel to give the necessary attention to the making up of the record in the above case, the same has not been made up and can not be made up in time to be filed on the return day of the writ of error in the above case, and therefore your petitioner prays that your honor will grant additional time for the making up and filing of said record in
93 the Supreme Court of the United States, and, as in duty bound, your petitioner will ever pray.

SEABOARD AIR LINE RAILWAY,
By GEO. P. RANEY, Division Counsel.

STATE OF FLORIDA, }
Leon County. }

Geo. P. Raney being duly sworn deposes and says that the statements made in the above petition are true.

GEO. P. RANEY.

Sworn to and subscribed before me this 28th day of November, 1904.

B. F. WILLIS,
Notary Public.

And thereafter on the said day, the 29th day of November, A. D. 1904, an order was made by the chief-justice extending the time for filing the record, which order is in the words and figures as follows, to-wit:

In the Supreme Court of the State of Florida.

THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, as Attorney General of said State, and J. M. Barrs, as Special Counsel for Jefferson B. Browne, John L. Morgan, and R. Hudson Burr, Railroad Commissioners of said State,
vs.
THE SEABOARD AIR LINE RAILWAY, a Corporation. } No. 1.

94 This day came The Seaboard Air Line Railway, respondent, by George P. Raney, Esq., its attorney, and made application for an order extending the time for the filing of the record in this case as above, and cause being shown therefor, such application is granted and the time for filing said record on the part of the respondent is extended until, to-wit, the ninth day of January, 1905.

Done and ordered this 29th day of November, 1904.

R. F. TAYLOR,
Chief-Justice of the Supreme Court
of the State of Florida.

95 And during the same term of the supreme court of Florida, and on the 23rd day of December, in the year of our Lord one thousand nine hundred and four, the said defendant made up and tendered its bill of exceptions which were settled and signed by the chief-justice of said court and ordered to be made a part of the record, which said bill of exceptions is in the words and figures as follows, to-wit:

96 In the Supreme Court of the State of Florida, June Term, 1904.

THE STATE OF FLORIDA on the Relation of W. H. ELLIS, as Attorney General, and J. M. Barrs, as Special Counsel for the Railroad Commissioners, of the State of Florida,
vs.
SEABOARD AIR LINE RAILWAY. } No. 1.

Be it remembered, that on the 12th day of October, in the year of our Lord one thousand nine hundred and four, at a term of the supreme court of the State of Florida, beginning and holden at Tallahassee, in the State of Florida, before Honorable R. Fenwick Taylor, chief-justice of said court, and the Honorables Francis B. Carter, Thomas M. Shackleford, William A. Hocker and Robert S. Cockrell, associate judges of said court, the issue joined in the above stated cause between the said parties (upon the pleadings) came on to be tried before the said chief justice and said associate justices, and upon the trial of that issue The Seaboard Air Line Railway, respondent, pur-

suant to the statute in such cases made and provided, to maintain and prove the issue on its part, then and there offered in evidence the report of the said Seaboard Air Line railway to the railroad commission of the State of Florida for the year ending June 30th, 1904, and the same on being so offered was filed in evidence and is in the words and figures following, to-wit:

(Here follows Exhibit A, marked pp. 97, 98, 107, 109, 111, 116, 117, 119, 120, 121, 123, 125, 127, 129, 130, 131, 133, 135, 136, 137, 138, 139, 141, 143, 145, 147, 149, 151, 153, 157, 159, 161, 163, 165, 169, 171, 185, 187 and 191.)

No. 1

# ANNUAL REPORT

a

OF THE

Seaboard Air Line Railway

TO THE

# RAILROAD COMMISSION

OF THE

## STATE OF FLORIDA

FOR THE YEAR ENDING JUNE 30, 1904.

# NOTE.

1. This Form for Annual Report should be filled out and returned to the Office of the Railroad Commission, Tallahassee, Florida, by September 15, 1904.

2. It will be observed that on each left-hand page Instructions are printed for answering the questions asked on the page opposite. Each question should be answered fully and accurately, whether the question has been answered in a previous Annual Report or not. It is intended that the Report for each year shall, in all particulars, be complete in itself, and references to the returns of former years should not be made to take the place of required entries.

3. Provision is made in the Form for two general classes of railway companies, namely: Operating Companies and Subsidiary Companies.

4. By an Operating Company is to be understood one whose officers direct the business of transportation, and whose books contain operating accounts as well as financial accounts. For such a Company an *Operating Report* should be rendered.

5. By a Subsidiary Company is to be understood one which, although merged in an operating system by means of a lease, an operating contract or agreement, or controlled through the ownership of a majority of its capital stock (as should be stated on page 15), yet maintains an independent legal existence and separate accounts. In case of a Subsidiary Company whose books contain only financial accounts, a *Financial Report* should be rendered; but in case of a Subsidiary Company whose officers direct the business of transportation, and whose books contain operating accounts as well as financial accounts, an *Operating Report* should be rendered.

6. In making an *Operating Report* the pages of this Form especially designed to be used are pages 9A, 9, 11 (upper part), 25 "B," 31, 35, 41 (upper part), 43, 45, 47 "B," 61A, 61, 63, 67 "A" and "B," 67B "A" and "B," 69 (lower part), 71, and 77; but appropriate entries should be made also on pages 3, 5, 7, 11 (lower part), 15, 17, 19, 21, 23, 25 "A," 27, 29, 37, 39, 41 (lower part), 47 "A," 49, 51, 53, 55, 57, 59, 65, 67 "C," 67B "C," 69 (upper part), 73, 75, 79, and 81, as they may apply.

7. In making a *Financial Report* the pages of this Form especially designed to be used are pages 13 and 33; but appropriate entries should be made also on pages 3, 5, 7, 11 (lower part), 15, 17, 19, 21, 23, 25 "A," 27, 29, 37, 39, 41 (lower part), 47 "A," 49, 51, 53, 55, 57, 59, 65, 67 "C," 67B "C" 69 (upper part), 73, 75, 79, and 81, as they may apply.

## PROPERTY OPERATED—STATE OF FLORIDA.

[FOR ROADS MAKING OPERATING REPORTS.]

NAME OF EVERY RAILROAD THE OPERATIONS OF WHICH ARE INCLUDED IN THE INCOME ACCOUNT—PAGE 31.

IN GIVING ROADS BELOW, OBSERVE THE FOLLOWING CLASSIFICATION AND ORDER:

1. Railroad Line represented by Capital Stock:
   - A. Main Line.
   - B. Branches and Spurs. [See "Instructions," page 8.]
2. Proprietary Companies whose entire Capital Stock is Owned by this Company.
3. Line Operated under Lease for specified sum.
4. Line Operated under Contract, or where the Rent is contingent upon earnings or other considerations.
5. Line Operated under Trackage Rights.

| NAME. | TERMINALS. FROM— | TERMINALS. TO— | MILES OF LINE FOR EACH ROAD NAMED. | MILES OF LINE FOR EACH CLASS OF ROADS NAMED. |
|---|---|---|---|---|
| 1 A. S. A. L. Ry | Ga. State Line | Jacksonville | 34.16 | |
| | Jacksonville | River Junction | 209.06 | |
| | Fernandina | Cedar Key | 155.70 | |
| | Waldo | Tampa | 155.44 | |
| | Drifton | Monticello | 4.38 | |
| | Tallahassee | St. Marks | 20.35 | |
| | Fernandina | Amelia Beach | .25 | |
| | Archer | Early Bird | 28.75 | |
| | Wildwood | Lake Charm | 70.16 | |
| | Silver Spring Jct. | Silver Spring | 1.90 | |
| | Sumpterville " | Sumpterville | 2.07 | |
| | Summerfield | Lake Weir | 7.65 | |
| | Starke | Hannee | 56.44 | 746.31 |
| 1 B. S. A. L. Ry. | 24 m P. Archer Branch | Mines | 2.83 | |
| | Early Bird | Lynne | .60 | |
| | Lake Griffin | " | .59 | |
| | Camp | " | 1.71 | |
| | Duenty | " | 1.95 | 7.68 |
| | | Total ~~carried forward~~, | | 753.99 |

## PROPERTY OPERATED.

[FOR ROADS MAKING OPERATING REPORTS.]

58

NAME OF EVERY RAILROAD THE OPERATIONS OF WHICH ARE INCLUDED IN THE INCOME ACCOUNT—PAGE 31.

IN GIVING ROADS BELOW, OBSERVE THE FOLLOWING CLASSIFICATION AND ORDER:

1. Railroad Line represented by Capital Stock:
   - A. Main Line.
   - B. Branches and Spurs. [See "Instructions," page 8.]
2. Proprietary Companies whose entire Capital Stock is Owned by this Company.
3. Line Operated under Lease for specified sum.
4. Line Operated under Contract, or where the Rent is contingent upon earnings or other considerations.
5. Line Operated under Trackage Rights.

| NAME. | TERMINALS. FROM— | TERMINALS. TO— | MILES OF LINE FOR EACH ROAD NAMED. | MILES OF LINE FOR EACH CLASS OF ROADS NAMED. |
|---|---|---|---|---|
| 1A Seaboard Air Line Ry. | Hamilton | Norlina | 102.10 | |
| | Portsmouth | Weldon | 38.60 | |
| | Weldon | Raleigh | 76.20 | |
| | Raleigh | Hamlet | 76.60 | |
| | Wilmington | Rutherfordton | 264.63 | |
| | Monroe | Bell Junction | 261.10 | |
| | Bell Junction | Hayelle | 8.10 | |
| | Hamlet | Cheraw | 18.28 | |
| | Cheraw | Camden | 54.74 | |
| | Camden | Columbia | 32.66 | |
| | Columbia | Savannah | 138.55 | |
| | Savannah | Meldrim | 16.77 | |
| | Ligone | Montgomery | 262.97 | |
| | Savannah | Jacksonville | 138.76 | |
| | Jacksonville | River Junction | 209.06 | |
| | Fernandina | Cedar Key | 155.70 | |
| | Waldo | Tampa | 133.44 | |
| | Henderson | Durham | 41.40 | |
| | Jackson | Littleton | 33.56 | |
| | Boykins | Lawrenceville | 33.00 | |
| | Franklinton | Louisburg | 10.00 | |
| | Moncure | Pittsboro | 11.20 | |
| | Ellenboro | Carolina | 4.70 | |
| | Mill Junction | Henrietta Mills | 1.70 | |
| | Lawrenceville | Sycamore | 10.33 | |
| | Hamlet | Gibson | 10.13 | |
| | Columbus | Albany | 88.00 | |
| | Abbeville | Ocilla | 30.80 | |
| | Savannah River Junction | Fort Pierce Island | 2.08 | |
| | Kissimmee | Tavares | 4.38 | |
| | Tallahassee | St. Marks | 20.33 | |
| | Fernandina | Amelia Beach | 2.33 | |
| | Archer | Cordy Bird | 28.73 | |
| | Wildwood | Lake Charm | 70.16 | |
| | Silver Spring Jct. | Silver Spring | 1.70 | |
| | Sumpterville " | Sumpterville | 2.07 | |
| | | Total carried forward. | 2468.61 | |

## PROPERTY OPERATED—CONTINUED.

[FOR ROADS MAKING OPERATING REPORTS.]

59

| NAME. | TERMINALS. FROM— | TERMINALS. TO— | MILES OF LINE FOR EACH ROAD NAMED. | MILES OF LINE FOR EACH CLASS OF ROADS NAMED. |
|---|---|---|---|---|
| Total brought forward, | | | 246861 | |
| Seaboard Air Line Ry. | Starke | Hampton | 5644 | |
| | Summerfield | Lake Weir | 765 | 253270 |
| 1 B. Seaboard Air Line Ry. | Roanoke Jct. | Roanoke Rapids | 254 | |
| | Archer | Mine | 283 | |
| | Early Bird | Mine | 60 | |
| | Lake Griffin | Mine | 37 | |
| | Camp | Spur | 171 | |
| | Quincy | Owl Hill | 173 | |
| | Belt Junction | Junction Park | 300 | 1522 |
| 3 Central of Georgia | Lyons | Meldrim | 3765 | 3765 |
| 4 Filmington Ry & Bridge Co. | Filton | Narassa | 240 | 240 |
| 5 Western & Atlantic Ry. | Howells | Atlanta | 300 | 300 |
| Note:- The above does not include 2.00 miles of line from Fernandina & Amelia Beach Leased. Nor Buckley Creek Spur & Durant 11.33 miles Leased. | | Total Mileage Operated, | | 261097 |

NAME OF ALL COAL, BRIDGE, CANAL, OR OTHER PROPERTIES, THE EARNINGS AND EXPENSES OF WHICH AFFECT THE GENERAL BALANCE SHEET—PAGES 49 AND 51.

| NAME. | CHARACTER OF BUSINESS. | TITLE. [OWNED, LEASED, ETC.] | STATE OR TERRITORY. |
|---|---|---|---|
| | None | | |

## EXPLANATORY REMARKS.

In addition to the outstanding capital stock of $62,500,000.00, as shown on page 17, there is outstanding in the hands of the public $98,639.43 par value of Proprietary Line stock, which is being bought up as fast as possible, and for the purpose of acquiring same we have set up a sum for a like amount showing same on general balance sheet as reserve for acquiring outstanding capital stock of proprietary companies.

## CAPITAL STOCK

| DESCRIPTION | | NUMBER OF SHARES AUTHORIZED | PAR VALUE OF SHARES | TOTAL PAR VALUE AUTHORIZED | TOTAL AMOUNT ISSUED AND OUTSTANDING | DIVIDENDS DECLARED DURING YEAR | |
|---|---|---|---|---|---|---|---|
| | | | | | | RATE. | AMOUNT. |
| Capital Stock: | Common, | 375000 | 10000 | 3750000000 | 3750000000 | None | None |
| | Preferred, | 250000 | 10000 | 2500000000 | 2500000000 | " | " |
| | TOTAL, | 625000 | 10000 | 6250000000 | 6250000000 | None | None |

| MANNER OF PAYMENT FOR CAPITAL STOCK. | | NUMBER OF SHARES ISSUED DURING YEAR. | CASH REALIZED ON AMOUNT ISSUED DURING YEAR. | TOTAL NUMBER SHARES ISSUED AND OUTSTANDING. | TOTAL CASH REALIZED. | REMARKS. |
|---|---|---|---|---|---|---|
| Issued for Cash: | Common, | None | None | | | |
| | Preferred, | " | " | | | |
| Issued for Construction: | Common, | | | | | |
| | Preferred, | | | | | |
| Issued for Reorganization: | Common, | None | None | 2000 | None | |
| | Preferred, | " | " | | | |
| Issued for acquiring Securities of Proprietary Companies | Pref. | None | | 250000 | None | |
| | Comm. | " | | 373000 | " | |
| TOTAL, | | None | | 625000 | None | |

## FUNDED DEBT.

MORTGAGE BONDS, MISCELLANEOUS OBLIGATIONS, AND INCOME BONDS.

| CLASS OF BOND OR OBLIGATION. | TIME. DATE OF ISSUE. | TIME. WHEN DUE. | AMOUNT OF AUTHORIZED ISSUE. | AMOUNT ISSUED. | AMOUNT OUTSTANDING. | CASH REALIZED ON AMOUNT ISSUED. | INTEREST. RATE. | INTEREST. WHEN PAYABLE. | INTEREST. AMOUNT ACCRUED DURING YEAR. | INTEREST. AMOUNT PAID DURING YEAR. |
|---|---|---|---|---|---|---|---|---|---|---|
| S.L.L. 1st Mtg. | 1900 | 1930 | 75000000 00 | 34235000 00 | 12773000 00 | Cannot State | 4 | Q.F.O. | 511000 00 | 511000 00 |
| " Col. 2d " | 1901 | 1911 | 10000000 00 | 10000000 00 | 10000000 00 | 10000000 00 | 5 | M.S. | 500000 00 | 500000 00 |
| " " " 3 " | 1904 | 1907 | 5000000 00 | 5000000 00 | 5000000 00 | 5000000 00 | 5 | M.S. | 52083 33 | " |
| S.F.R. 1st Mtg. | 1896 | 1926 | 25000000 00 | 25000000 00 | 25000000 00 | 25011831 2 | 5 | J.J. | 1250000 00 | 1250000 00 |
| " Registered | — | 1916 | 6900000 00 | 6900000 00 | 2850000 00 | 6900000 00 | 6 | J.J. | 171000 00 | 171000 00 |
| C.R.I.&P. 1st Mtg | 1887 | 1917 | 26000000 | 26000000 | 5500000 | 26000000 | " | A.O. | 330000 | 330000 |
| K.C.&S. " " | 1887 | 1947 | 15000000 00 | 12000000 00 | 12000000 00 | 11507800 00 | 5 | J.J. | 600000 00 | 600000 00 |
| L.&N. " " | 1888 | 1928 | 24800000 | 15000000 | 10000000 | 14526452 | 6 | J.M.N. | 600000 | 600000 |
| K.C.M.&B. " " | 1880 | 1936 | 10000000 00 | 10000000 00 | 10000000 00 | 10000000 00 | " | J.J. | 600000 00 | 600000 00 |
| Consolidated " " | 1889 | 1949 | 30000000 00 | 30000000 00 | 30000000 00 | Cannot State | 4 | " | 1200000 00 | 1200000 00 |
| L.&N.A. " " | 1889 | 1937 | 5360000 00 | 5360000 00 | 5360000 00 | 4862600 00 | 5 | " | 268000 00 | 268000 00 |
| Sinking " Consol | 1895 | 1945 | 14000000 00 | 6185000 00 | 5985000 00 | Cannot State | " | " | 283383 33 | 283383 33 |
| " " " Term Co. | 1899 | 1948 | 1000000 00 | 1000000 00 | 1000000 00 | " " | " | J.D. | 50000 00 | 50000 00 |
| T.&P. 1st Mtg. | 1888 | 1918 | 30000000 00 | 30000000 00 | 30000000 00 | 31000000 00 | 5 | J.J. | 1500000 00 | 1500000 00 |
| " " L.G.&Ext. | 1890 | 1930 | 5000000 00 | 4680000 00 | 4100000 00 | 4680000 00 | " | " | 203000 00 | 203000 00 |
| " " 1st Consol | 1893 | 1943 | 78000000 00 | 43720000 00 | 43720000 00 | 27900000 00 | " | " | 2186000 00 | 2186000 00 |
| So. Bound 1st Mtg | 1891 | 1941 | 21000000 00 | 20330000 00 | 20330000 00 | 20330000 00 | " | A.O. | 1016300 00 | 1016300 00 |
| TOTAL: | | | | | | | | | | |
| Mortgage Bonds, | | | 117938000 00 | 63473000 00 | 43075000 00 | 38761027 64 | | | 1994733 33 | 1994733 33 |
| Miscellaneous Obligations, | | | 13000000 00 | 13000000 00 | 15000000 00 | 15000000 00 | | | 532083 33 | 300000 00 |
| Income Bonds, | | | | | | | | | | |
| GRAND TOTAL. | | | 132938000 00 | 80493000 00 | 58075000 00 | 53761027 64 | | | 2526816 66 | 2294733 33 |

## EXPLANATORY REMARKS.

Table B

Note # 1. These are receiver notes of S.A. & M. Ry. and we are unable to separate interest and principal.

Note # 2. These are obligations on the bond plan with coupons attached drawing interest. The interest not being included in face of notes, only the principal is taken into account, the interest being accrued each month. The outstanding for unearned amount of interest is not stated for the reason that if shown the two columns "amount outstanding principal" and "amount outstanding interest" would not show the total outstanding June 30, 1904 of $3,442,347.29 as shown on page 23 and carried to balance sheet.

FUNDED DEBT—CONTINUED.
EQUIPMENT TRUST OBLIGATIONS.

## A. GENERAL STATEMENT.

| SERIES OR OTHER DESIGNATION. | DATE OF ISSUE. | TERM. | NUMBER OF PAYMENTS. | EQUIPMENT COVERED. | REMARKS. |
|---|---|---|---|---|---|
| Lease # 99 | Mch 10" 1898 | 7 Years | 84 | 250 Box Cars | Box Cars # 4734 to 5232 excl numbers |
| Ohio Falls Car Mfg. Co | Nov. 15 1898 | " " | 84 | 20 Refrig " | Nos. 1 to 20 inc. |
| Lease # 103 | Mch 21, 1900 | " " | 84 | 200 Box " | " 17006 to 17199 Inc. |
| S. & L. Series B | Apl. 1, 1895 | 10 " | 10 | 12 Locomotives | |
| " " C | " 1, 1896 | 10 " | 10 | 12 Locos. 175 Box 100 Flats | |
| " " D | Nov. 1, 1899 | 20 " | 20 | 5 Frg. Locos. 350 Box 2 Switch Locos. 150 Flats | Equipment held under lease until paid for in full |
| Blair & Co. " "A" | Sept. 1, 1900 | 6¾ " | 23 | 700 Box 300 Vent. Box | |
| Vermelyn & Co. " "B" | Jany. 29, 1902 | 10 " | 40 | 300 Flats 10 Pass. Locomotives 500 U. Box 10 Frg. Locos. 10 Pass Coaches | |
| Guaranty T. Co. " "C" | Feby 2, 1903 | 10 " | 40 | 41 Locos. 100 Cabs. 1750 Box 400 Flats 200 Gondola Coal 250 Vent. Box | |
| N. Y. Sec & Te. Co. " "A" | June 1, 1904 | 10 " | 20 | 500 Steel underframe Box cars. 10 Consol Engines 500 Vent Box 5 Engines | 500 U. B. Nos 19001 to 19500 inc. 6708 7208 Nos. 700 to 909 inc. Nos 25001-25500 |

## B. STATEMENT OF AMOUNT.

| SERIES OR OTHER DESIGNATION. | CASH PAID ON DELIVERY OF EQUIPMENT. | DEFERRED PAYMENTS—PRINCIPAL. | | DEFERRED PAYMENTS—INTEREST. | | | | |
|---|---|---|---|---|---|---|---|---|
| | | ORIGINAL AMOUNT. | AMOUNT OUTSTANDING. | ORIGINAL AMOUNT. | AMOUNT OUTSTANDING. | AMOUNT ACCRUED DURING YEAR. | AMOUNT PAID DURING YEAR. | RATE. |
| Lease # 99 | 311764 | 14668750 | 2224908 | 2740250 | 34842 | 173160 | 173160 | |
| Rhode Island Loco Wks | None | 2864484 | " | See Note on page 20 | " | " | " | |
| Series A. S. & L. Ry | " | 25000000 | " | " " 2 " " | " | " | " | |
| Ohio Falls Car Mfg. Co. | " | 3920970 | 1343378 | 1214434 | 71261 | 111458 | 111458 | |
| Lease # 103 | 3369600 | 12480000 | 3885777 | 2337600 | 464623 | 342597 | 342597 | |
| Burnham Williams & Co. | 3054375 | 18909108 | " | 1600983 | " | 19231 | 19231 | |
| Series B. S. & L. Ry. | " | 11000000 | 1100000 | See Note 2 page 20 | " | 96256 | 96256 | |
| " C " | " | 25000000 | 5000000 | " " " " " | " | 343772 | 343772 | |
| " D " | " | 30000000 | 21000000 | " " " " " | " | 1075000 | 1075000 | |
| Rich & Co. & Mch Wks | 1425000 | 12947400 | " | 1108700 | " | 31100 | 31100 | |
| " " " | 2137500 | 17421136 | " | 1663088 | " | 62158 | 62158 | |
| Pitts. Carc & Loco. | 1422000 | 8712732 | " | 654732 | " | 33576 | 33576 | |
| Blair & Co. Series A | 27080000 | 115090000 | 45090000 | See Note 2 page 20 | " | 2629500 | 2629500 | |
| Vermilyn & Co. " B | 1 31 29300 | 831 29300 | 5430000 | " " " " " | " | 258675-0 | 258675-0 | |
| Guaranty T. Co. " C | 2 843 0000 | 1 8930000 | 14550000 | " " " " " | " | 6016449 | 6016449 | |
| N. Y. Sec. & Te. Co. " D | 17275000 | 64000000 | 64000000 | " " " " " | " | 142222 | " | |
| TOTAL. | 97634539 | 638073880 | 343644063 | 11322787 | 590726 | 13663229 | 13521007 | |

Principal 3,436,442.63
Interest 5,907.26
Total 3,442,349.89

## RECAPITULATION OF FUNDED DEBT.

| CLASS OF DEBT. | AMOUNT ISSUED. | AMOUNT OUTSTANDING. | INTEREST. AMOUNT ACCRUED DURING YEAR. | INTEREST. AMOUNT PAID DURING YEAR. |
|---|---|---|---|---|
| Mortg ge Bonds—Page 19, | 65493000000 | 43067500000 | 1994733333 | 1994733333 |
| Miscellaneous Obligations—Page 19, | 1500000000 | 1500000000 | 55208333 | 50000000 |
| Income Bonds—Page 19, | | | | |
| Equipment Trust Obligations—Page 21, | 63507338 80 | 34823478 87 | 1366322 29 | 1352100 7 |
| TOTAL, | 86573738 80 | 61317347 87 | 2683448 75 | 2629743 40 |

## RECEIVER'S CERTIFICATES.

| DATE ISSUED. | AMOUNT ISSUED. | AMOUNT OUTSTANDING. | PRINCIPAL. AMOUNT PAID DURING YEAR. | PRINCIPAL. AMOUNT FUNDED OR OTHERWISE DISPOSED OF. | INTEREST. AMOUNT ACCRUED DURING YEAR. | INTEREST. AMOUNT PAID DURING YEAR. | RATE. |
|---|---|---|---|---|---|---|---|
| | | | None | | | | |
| TOTAL, | | | | | | | |

## CURRENT ASSETS AND LIABILITIES.

| CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF CURRENT LIABILITIES. | | CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, 1924. | |
|---|---|---|---|
| Cash, | 1380 67433 | Receiver's Certificates, | |
| Bills Receivable, | 456411 82 | Loans and Bills Payable, | 385786 00 |
| Due from Agents, | 257054 07 | Audited Vouchers and Accounts, | 1446 68477 |
| Due from Solvent Companies and Individuals, | 74827 31 | Wages and Salaries, | 464859 23 |
| Net Traffic Balances due from other Companies, | xxxxx | Net Traffic Balances due to other Companies, | 65 19303 |
| Other Cash Assets [Excluding "Materials and Supplies"]. | 109019 02 | Dividends not Called for, | |
| | | Matured Interest Coupons Unpaid (Including Coupons due July 1). | 819730 00 |
| | | Rents due July 1, | |
| | | Miscellaneous, | 95617 33 |
| TOTAL—CASH AND CURRENT ASSETS, | 2278006 55 | TOTAL—CURRENT LIABILITIES, | 3277 87038 |
| BALANCE—CURRENT LIABILITIES, | 999863 83 | BALANCE—CASH AND CURRENT ASSETS, | |
| TOTAL, | 3277 87038 | TOTAL, | 3277 87038 |

Materials and Supplies on hand, $647,010.40

[See General Balance Sheet—Page 49.]

## RECAPITULATION.

A. FOR MILEAGE OWNED BY ROAD MAKING THIS REPORT.

| ACCOUNT | TOTAL AMOUNT OUTSTANDING. | APPORTIONMENT. | | AMOUNT PER MILE OF LINE. | | REMARKS. |
|---|---|---|---|---|---|---|
| | | TO RAILROADS. | TO OTHER PROPERTIES. [Page 11.] | MILES. | AMOUNT. | |
| Capital Stock—Page 17, | 62500000 00 | 62500000 00 | None | 255.423 | 244902 | |
| Bonds—Page 19 ["Grand Total"], | 38075000 00 | 38075000 00 | " | 255.423 | 227361 | |
| Equipment Trust Obligations—Page 21, | 3442347 89 | 3442347 89 | " | 255.423 | 13469 | |
| TOTAL, | 124017347 89 | 124017347 89 | " | 255.423 | 485332 | |

B. FOR MILEAGE OPERATED BY ROAD MAKING THIS REPORT (TRACKAGE RIGHTS EXCLUDED), THE OPERATIONS OF WHICH ARE INCLUDED IN THE INCOME ACCOUNT—PAGE 31.

| NAME OF ROAD. | CAPITAL STOCK. | FUNDED DEBT. | TOTAL. | AMOUNT PER MILE OF LINE. | |
|---|---|---|---|---|---|
| | | | | MILES. | AMOUNT. |
| Seaboard Air Line Railway | 62500000 00 | 61517347 89 | 124017347 89 | 260.797 | 475532 1 |
| GRAND TOTAL, | 62500000 00 | 61517347 89 | 124017347 89 | 260.797 | 475532 1 |

## COST OF ROAD, EQUIPMENT, AND PERMANENT IMPROVEMENTS.

| ITEM | EXPENDITURES DURING YEAR. | | | TOTAL COST TO JUNE 30, 1904. | TOTAL COST TO JUNE 30, 1905. | COST PER MILE. |
|---|---|---|---|---|---|---|
| | INCLUDED IN OPERATING EXPENSES. | NOT INCLUDED IN OPERATING EXPENSES. | | | | |
| | | CHARGED TO INCOME ACCOUNT AS PERMANENT IMPROVEMENTS | CHARGED TO CONSTRUCTION OR EQUIPMENT. | | | |
| CONSTRUCTION: | | | | | | |
| 1. Engineering, | | | 34471 | 6340643 | 6387841 | 270 |
| 2. Right of Way and Station Grounds, | | | 141637257 | 206388310 | 348026035 | 13825 |
| 3. Real Estate, | | | 1807567 | 8072852 | 9880372 | 3586 |
| 4. Grading, | | | 3853776 | 30345356 | 34077152 | 13556 |
| 5. ~~Tunnels~~ Bonds of Subsidiary Companies sold | | | | | 55000000 | 22307 |
| 6. Bridges, Trestles, and Culverts, | | | 2240717 | 10870787 | 13111504 | 5138 |
| 7. Ties, | | | 1745997 | 6665121 | 8338115 | 3270 |
| 8. Rails, | | | 5666228 | 30675771 | 37341775 | 13903 |
| 9. Track Fastenings, | | | 3637732 | 5406077 | 12043017 | 4715 |
| 10. Frogs and Switches, | | | 1040731 | 3773185 | 5033137 | 1970 |
| 11. Ballast, | | | 6754057 | 16077877 | 23861735 | 5751 |
| 12. Track Laying and Surfacing, | | | 1648213 | 10161775 | 11730007 | 4600 |
| 13. Fencing Right of Way, | | | 176606 | 839931 | 1016537 | 373 |
| 14. Crossings, Cattle Guards, and Signs, | | | 1638205 | 1946223 | 3584830 | 1402 |
| 15. Interlocking or Signal Apparatus, | | | 94304 | 675812 | 770116 | 273 |
| 16. Telegraph Lines, | | | | 13711 85 | 13711 85 | 54 |
| 17. Station Buildings and Fixtures, | | | 6656693 | 32687070 | 39343763 | 15415 |
| 18. Shops, Roundhouses, and Turntables, | | | 1163375 | 4063593 | 5226968 | 2027 |
| 19. Shop Machinery and Tools, | | | 467422 | 3500851 | 4017603 | 1580 |
| 20. Water Stations, | | | 73541 | 3855574 | 3929115 | 1546 |
| 21. Fuel Stations, | | | 311075 | 1751175 | 3862270 | 1512 |
| 22. Grain Elevators, | | | 25800 | 34857 | 60657 | 23 |
| 23. Storage Warehouses, | | | | 1000587 | 1000587 | 392 |
| 24. Docks and Wharves, | | | 317719 | 7766748 | 12966661 | 3077 |
| 25. Electric-Light Plants, | | | | 9870 | 9870 | 36 |
| 26. ~~Electric-Motive-Power Plants~~ Issues & subscriptions of $12,000,000 - Stocks & Bonds | | | | | 12500000 00 | 4873 80 |
| 27. ~~Car-Making Plants~~ Required by Control of Stock | | | 15565251 | 31825630 87 | 30872775 36 | 12086 70 |
| 28. Miscellaneous Structures, | | | 129449 | 773767 | 1226640 | 480 |
| 29. Legal Expenses, | | | 33230 | 615798 | 853788 | 316 |
| 30. ~~Interest and Discount~~ Purchase of Securities of Roads | | | | 853319 | 853319 | 334 |
| 31. General Expenses, | | | 171726 | 1087414 | 1166604 | 455 |
| TOTAL CONSTRUCTION, | | | 47078407 | 332330661 | 468037947 | 183297 76 |

COST OF ROAD, EQUIPMENT, AND PERMANENT IMPROVEMENTS—CONTINUED.

| ITEM. | EXPENDITURES DURING YEAR. | | | TOTAL COST TO JUNE 30, 1903. | TOTAL COST TO JUNE 30, 1904. | COST PER MILE. |
|---|---|---|---|---|---|---|
| | INCLUDED IN OPERATING EXPENSES. | NOT INCLUDED IN OPERATING EXPENSES. | | | | |
| | | CHARGED TO INCOME ACCOUNT AS PERMANENT IMPROVEMENTS. | CHARGED TO CONSTRUCTION OR EQUIPMENT. | | | |
| EQUIPMENT: | | | | | | |
| 1. Locomotives, | | | 4674814 | 117823215 | 122497329 | 6450 |
| 2. Passenger Cars, | | | 1506755 | 19777614 | 18478859 | 972 |
| 3. Sleeping, Parlor, and Dining Cars, | | | | | | |
| 4. Baggage, Express, and Postal Cars, | | | | 513693 | 513693 | 27 |
| 5. Combination Cars, | | | | | | |
| 6. Freight Cars, | | | 4563972 | 312520486 | 338177635 | 17822 |
| 7. Other Cars of all classes, | | | 827153 | 8531174 | 9358327 | 493 |
| 8. Floating Equipment, | | | 100000 | 416774 | 516774 | 27 |
| Acquired by contract of stock | | | | 22857122 | 22857122 | 1205 |
| Destroyed Equipment to June 30, 1903 | | | | | 3776983 | 199 |
| TOTAL EQUIPMENT, | | | 7183683 | 610277728 | 724636788 | 38212 |
| TOTAL CONSTRUCTION—PAGE 27, | | | 47078407 | 3523320016 | 4680378467 | 246861 |
| GRAND TOTAL COST CONSTRUCTION, EQUIPMENT, ETC., | | | 140713090 | 4013611518 | 5305015255 | 279737 |
| Total Cost Construction, Equipment, Etc.—State of Florida, | | | 4069512 | 1187133403 | 1566713772 | 82605 |

| QUESTION | ANSWER. | REMARKS. |
|---|---|---|
| 1. Does the absence of any entry under the heading "Included in Operating Expenses" (page 27 or 29) mean that no expenditures for permanent improvements or betterments have been charged to Operating Expense Accounts? | 1. Yes | |
| 2. Do the amounts entered under the heading "Included in Operating Expenses" (page 27 or 29) cover all expenditures for permanent improvements or betterments charged to Operating Expense Accounts? | 2. None | |

## EXPLANATORY REMARKS.

| Other Deductions | | | |
|---|---|---|---|
| Interest on Land Notes | 4 | 921 | 81 |
| Interest on temporary loan | 113 | 088 | 77 |
| Total of the deductions | 118 | 010 | 78 |

| Deductions for Year | | | |
|---|---|---|---|
| Portsmouth Shop Fire loss | 126 | 472 | 30 |
| Defered accounts | 66 | 985 | 78 |
| Ches. Ang. & Chatta Airline | 56 | 447 | 14 |
| Destroyed Equipment | 214 | 337 | 29 |
| Rail Shortage | 30 | 685 | 99 |
| Obsolete material | 20 | 000 | 00 |
| Notes receivable not collectible | 34 | 278 | 44 |
| Loss on sale and valuation securities | 22 | 069 | 00 |
| Reorganization expenses prior to 1903 | 79 | 905 | 96 |
| Reserve set up for paid ft. claims | 58 | 074 | 64 |
| Sundry accounts | 219 | 596 | 99 |
| Suspended expenses of Commission | 115 | 945 | 00 |
| Reserve for accounts in litigation | 100 | 000 | 00 |
| Total deductions for year | 1144 | 230 | 53 |

## INCOME ACCOUNT.

[FOR ROADS MAKING OPERATING REPORTS.]

| | | |
|---|---|---|
| Gross Earnings from Operation—Page 35, | 127295608 7 | |
| Less Operating Expenses—Page 45, | 90923066 1 | |
| INCOME FROM OPERATION, | | 36370542 6 |
| DEFICIT, | | |
| Dividends on Stocks Owned—Page 37, | 3040000 | |
| Interest on Bonds Owned—Page 39, | 1015500 | |
| Miscellaneous Income—less Expenses—Page 41, | 1045 00 | 41 |
| INCOME FROM OTHER SOURCES, | | 4106000 |
| TOTAL INCOME, | | 36756542 6 |
| DEFICIT, | | |
| DEDUCTIONS FROM INCOME: | | |
| Interest on Funded Debt Accrued—Page 23, | 26834489 5 | |
| Interest on Interest-bearing Current Liabilities Accrued, not otherwise provided for, | | |
| Interest on Real Estate Mortgages, | | |
| Rents Paid for Lease of Road—Page 47, A, | 489250 0 | |
| Taxes—Page 79, A, | 5337787 | |
| Permanent Improvements—Page 29, | | |
| Other Deductions, | 1180108 | |
| TOTAL DEDUCTIONS FROM INCOME, | | 33543376 2 |
| NET INCOME, | | 2942746 4 |
| DEFICIT, | | |
| Dividends, per cent, Common Stock—Page 17, | | |
| Dividends, per cent, Preferred Stock—Page 17, | | |
| Other Payments from Net Income, | | |
| TOTAL, | | |
| Surplus from Operations of Year ending June 30, 1904, | | 2942746 4 |
| Deficit from Operations of Year ending June 30, 1904, | | |
| Surplus on June 30, 1903, [From "General Balance Sheet," 1903 Report.] | | 16474874 1 |
| Deficit on June 30, 1903, [From "General Balance Sheet," 1903 Report.] | | |
| Additions for Year, | | |
| Deductions for Year, | | 1144230 53 |
| SURPLUS ON JUNE 30, 1904, [For entry on "General Balance Sheet," Page 51.] | | 7975371 32 |
| DEFICIT ON JUNE 30, 1904, [For entry on "General Balance Sheet," Page 49.] | | |

## INCOME ACCOUNT.

[FOR ROADS NOT MAKING OPERATING REPORTS.]

| | | |
|---|---|---|
| INCOME FROM LEASE OF ROAD, | | |
| Dividends on Stocks Owned—Page 37, | | |
| Interest on Bonds Owned—Page 39, | | |
| Miscellaneous Income—less Expenses—Page 41, | None | |
| INCOME FROM OTHER SOURCES, | | |
| TOTAL INCOME, | | |
| DEFICIT, | | |
| DEDUCTIONS FROM INCOME: | | |
| Salaries and Maintenance of Organization, | None | |
| Interest on Funded Debt Accrued—Page 23, | | |
| Interest on Interest-bearing Current Liabilities Accrued, not otherwise provided for, | | |
| Interest on Real Estate Mortgages, | | |
| Rents Paid for Lease of Road—Page 47, A, | | |
| Taxes—Page 79, A, | | |
| Permanent Improvements—Page 29, | | |
| Other Deductions, | | |
| TOTAL DEDUCTIONS FROM INCOME, | | |
| NET INCOME, | | |
| DEFICIT, | None | |
| Dividends, per cent, Common Stock—Page 17, | | |
| Dividends, per cent, Preferred Stock—Page 17, | | |
| Other Payments from Net Income, | | |
| TOTAL, | | |
| Surplus from Operations of Year ending June 30, 1904, | | |
| Deficit from Operations of Year ending June 30, 1904, | | |
| Surplus on June 30, 1903, [From "General Balance Sheet," 1903 Report.] | | |
| Deficit on June 30, 1903, [From "General Balance Sheet," 1903 Report.] | None | |
| Additions for Year, | | |
| Deductions for Year, | | |
| SURPLUS ON JUNE 30, 1904, [For entry on "General Balance Sheet," Page 51.] | | |
| DEFICIT ON JUNE 30, 1904, [For entry on "General Balance Sheet," Page 49.] | | |

EARNINGS FROM OPERATION—STATE OF FLORIDA. 72

| ITEM. | TOTAL RECEIPT. | DEDUCTIONS, ACCOUNT OF REPAYMENTS, ETC. | ACTUAL EARNINGS. |
|---|---|---|---|
| PASSENGER: | | | |
| Passenger Revenue, | 764 21 740 | | |
| Less Repayments— | | | |
| Tickets Redeemed, | | 1 25 7 42 | |
| Excess Fares Refunded, | | 2 70 8 23 | |
| Other repayments, | | 2 1 7 41 | |
| Total Deductions, | | 4 18 5 08 | |
| TOTAL PASSENGER REVENUE, | | | 760 03 2 32 |
| Mail, | | | 6 30 3 6 49 |
| Express, | | | 9 7 4 5 3 72 |
| Extra Baggage and Storage, | | | 8 1 6 3 6 4 |
| Other items, | | | 1 4 4 4 00 |
| TOTAL PASSENGER EARNINGS, | | | 930 16 0 17 |
| FREIGHT: | | | |
| Freight Revenue, | 2 14 9 4 3 1 57 | | |
| Less Repayments— | | | |
| Overcharge to Shippers, | | 45 7 6 2 9 7 | |
| Other repayments, | | 8 2 6 8 6 4 | |
| Total Deductions, | | 5 4 0 3 1 6 3 | |
| TOTAL FREIGHT REVENUE, | | | 2 0 9 5 3 9 9 7 4 |
| Stock Yards, | | | ~~2 0 9 5 3 9 9 7 4~~ |
| Elevators, | | | 7 9 2 8 4 9 5 |
| Other items, | | | ~~7 9 2 8 4 9 5~~ |
| TOTAL FREIGHT EARNINGS, | | | 2 1 7 4 6 8 4 8 7 |
| TOTAL PASSENGER AND FREIGHT EARNINGS, | | | 3 1 0 4 8 4 5 0 6 |
| OTHER EARNINGS FROM OPERATION: | | | |
| Switching Charges—Balance, | | | |
| Car Per Diem and Mileage—Balance, | | | |
| Hire of Equipment—Balance, | 12 8 4 1 23 | | |
| Telegraph and Telephone Companies, | | | |
| Rents from Tracks, Yards, and Terminals—Page 41, | | | |
| Rents not otherwise provided for, | 50 7 3 2 85 | | |
| Other sources, | | | |
| TOTAL OTHER EARNINGS, | | | 6 3 5 7 4 0 8 |
| **Total Gross Earnings from Operation—Florida,** | | | 3 1 6 8 4 1 9 1 4 |
| **Total Gross Earnings from Operation—Entire Line,** | | | 1 2 7 2 9 5 6 0 8 7 |

## EXPLANATORY REMARKS.

See page 53 for explanation

## STOCKS OWNED.

### A. RAILWAY STOCKS.

74

| NAME. | TOTAL PAR VALUE. | RATE. | INCOME OR DIVIDEND RECEIVED. | VALUATION. |
|---|---|---|---|---|
| S.A.L. Ry. Common | 50000000 | | | 50000000 |
| " " Preferred | 11000000 | | | 10000000 |
| A.C.L.R.R. Common | 1144200000 | | | |
| " " Guaranteed | 200000000 | | | |
| " " 2nd Preferred | 44200000 | | | |
| " " Common | 37500000 | | | |
| C.F.&Y.V.R.R. " | 14790000 | | | |
| R.F.&P.R.R. " | 3470100000 | | | |
| R.&D.R.R. " | 1821500000 | | | |
| Car. Cent. " | 1457200000 | | | |
| " " " Pfd. | 455500000 | | | |
| " " " Scrip | 73933 | | | |
| C.C.&N.Ry. Common | 11065000000 | | | 6273895378 |
| Chas. & Hamlet R.R. " | 500000000 | | | |
| " " " Preferred | 100000000 | | | |
| S.A.L. Belt " | 5000000 | | | |
| Palmetto R.R. " | 200000000 | | | |
| Lewis Fayetteville " | 20000000 | | | |
| Lewis Burg " | 4840000 | | | |
| F.C.&P.R.R. " | 1991750000 | | | |
| " " " Preferred | 4428200000 | | | |
| Ga. & Ala. Ry. " | 2817500000 | | | |
| " " " Preferred | 2634000000 | | | |
| A.C.L. " Coast Line " | 5400000 | | | |
| A.C.L. & Birmingham Air Ry | 1323500000 | | | |
| Richmond & Wash. Line | 44500000 | 4% | 1780000 | 44500000 |
| C.S.R.R. & Y. Common | 38000000 | | | 25328378 |
| Col. Newb. & Laurens " | 833300 | | | 100000 |
| Wilmington Ry. Bridge | 2000000 | | | 100 |
| Brick & Bonding Common | 2033000000 | | | 2026577 |
| Sou. East Line (N.&O. Belt) | 630000 | | | 630000 |
| TOTAL, | 46028189533 | | 1780000 | 6526914433 |

### B. OTHER STOCKS.

| NAME. | TOTAL PAR VALUE. | RATE. | INCOME OR DIVIDEND RECEIVED. | VALUATION. |
|---|---|---|---|---|
| Baltimore Steam Packet Co. | 40000000 | | | 8002291 |
| Savannah Union Station Co. | 10000000 | | | 3463836 |
| Ga. Fla. Nav. & Ind. Nav. Co. | 800000 | | | 807644 |
| Georgia Construction Co. | 2500000 | | | 2867833 |
| Old Dominion S.S. Co. | 21000000 | 6% | 1260000 | 24875000 |
| Atlantic Compress Co. | 1250000 | | | 1250000 |
| Jacksonville Terminal Co. | 5000000 | | | 2672977 |
| Seaboard Investment Co. | 6250000 | | | 13223625 |
| TOTAL, | 86800000 | | 1260000 | 131203853 |
| GRAND TOTAL—A AND B, | 46896189533 | | 3040000 | 6658118285 |

## EXPLANATORY REMARKS.

See page 53 for explanation

## BONDS OWNED.

### A. RAILWAY BONDS.

| NAME. | TOTAL PAR VALUE. | RATE. | INCOME OR INTEREST RECEIVED. | VALUATION. |
|---|---|---|---|---|
| Florida West Shore Ry. | 295-00000 | | 787500 | 344 86 571 |
| Seaboard & Roanoke Reg. 6's 2 | 405-00000 | | | 405-00000 |
| Roanoke & Jar River R.R. 1st Mtg. | 205-00000 | | | 205-00000 |
| Durham & Northern 1st Mtg. | 50000000 | | | 80000000 |
| Jax Bound " " | 725-00000 | | | 725-00000 |
| Ches. & Kenshaw " " | 50000000 | | | 30000000 |
| Ga. & Ala. Ry. 1st Consol | 20000000 | | | 205-00000 |
| L. & A. L. " Mtg | 60000000 | | | 51062500 |
| Sub. to A. & B. A. L. " " | 27500000 | | | 27787416 |
| Atlanta & Birmingham Ry 2nd " | 200000000 | | | 200000000 |
| A. S. R. & G. 1st " | 44800000 | | | xxxxx |
| Oxford & Coast Line " " | 2500000 | | | 54359 36 |
| S. A. L. Ry Myr. C. J. Scrip | 81000 | | | 81000 |
| TOTAL, | 582881000 | | 787500 | 32785423 |

### B. OTHER BONDS.

| NAME. | TOTAL PAR VALUE. | RATE. | INCOME OR INTEREST RECEIVED. | VALUATION. |
|---|---|---|---|---|
| Florida Publishing Co. 1/3 Interest in $14,000.00 Bonds | ✓ | 6% | 28000 | 80000 |
| Fernandina Terminal Co. | 5000000 | | | 5000000 |
| TOTAL, | 5000000 | | 28000 | 5080000 |
| GRAND TOTAL—A AND B, | 587881000 | | 1015500 | 532933423 |

77

## RENTALS RECEIVED.

### RENTS RECEIVED FROM LEASE OF TRACKS, YARDS, AND TERMINALS.

| DESIGNATION OF PROPERTY. | SITUATION OF PROPERTY LEASED. | NAME OF COMPANY USING PROPERTY LEASED. | ITEM. | TOTAL. |
|---|---|---|---|---|
| TRACKS: | Weldon to Norfolk | A. C. L. R.R. | 563208 | |
| | Atlanta Ga. | Atlanta Belt Ry. Co. | 180000 | |
| | Wilson Fla. | Fla. & Ga. Ry | 24000 | |
| | Archer & Moncton " | A. C. L. R.R. | 432030 | |
| | Tavares " | Tavares & Gulf " | 18000 | |
| | Chesaw & Marlings S.C. | Ben & Chesaw " | 202500 | |
| | Carthage, N.C. | Carthage " | 144000 | |
| | Sidings & Spurs | Various | 624540 | |
| TOTAL, | | | | 2188278 |
| YARDS: | | | | |
| TOTAL, | | | | |
| TERMINALS: | Cordele Ga. | Albany & Nor. R.R. | 84500 | |
| | Lumberton N.C. | Carolina Nor. " | 9000 | |
| TOTAL, | | | | 93500 |
| | | GRAND TOTAL RENTS RECEIVED, [For entry on page 35.] | | 2281778 |

## MISCELLANEOUS INCOME.

| ITEM. | GROSS INCOME. | LESS EXPENSES. | NET MISCELLANEOUS INCOME. |
|---|---|---|---|
| Note- Col. Newb & Laurens R.R. | 104500 | | 104500 |
| TOTAL, | 104500 | | 104500 |

| ITEM. | AMOUNT. |
|---|---|
| MAINTENANCE OF WAY AND STRUCTURES: | |
| 1. Repairs of Roadway, | 844 625 73 |
| 2. Renewals of Rails, | 180 518 84 |
| 3. Renewals of Ties, | 280 489 07 |
| 4. Repairs and Renewals of Bridges and Culverts, | 260 316 55 |
| 5. Repairs and Renewals of Fences, Road Crossings, Signs, and Cattle Guards, | 18 328 40 |
| 6. Repairs and Renewals of Buildings and Fixtures, | 133 000 31 |
| 7. Repairs and Renewals of Docks and Wharves, | 25 472 42 |
| 8. Repairs and Renewals of Telegraph, | 2 721 77 |
| 9. Stationery and Printing, | 3 443 85 |
| 10. Other Expenses, | 6 647 97 |
| TOTAL, | 1 675 755 51 |
| MAINTENANCE OF EQUIPMENT: | |
| 11. Superintendence, | 32 174 06 |
| 12. Repairs and Renewals of Locomotives, | 661 481 26 |
| 13. Repairs and Renewals of Passenger Cars, | 291 772 28 |
| 14. Repairs and Renewals of Freight Cars, | 598 534 56 |
| 15. Repairs and Renewals of Work Cars, | 20 368 43 |
| 16. Repairs and Renewals of Marine Equipment, | 7 285 03 |
| 17. Repairs and Renewals of Shop Machinery and Tools, | 64 267 13 |
| 18. Stationery and Printing, | 5 406 77 |
| 19. Other Expenses, | 7 191 63 |
| TOTAL, | 1 774 207 37 |
| CONDUCTING TRANSPORTATION: | |
| 20. Superintendence, | 211 769 47 |
| 21. Engine and Roundhouse Men, | 713 274 29 |
| 22. Fuel for Locomotives, | 1 363 767 37 |
| 23. Water Supply for Locomotives, | 53 832 63 |
| 24. Oil, Tallow, and Waste for Locomotives, | 36 307 37 |
| 25. Other Supplies for Locomotives, | 17 561 30 |
| 26. Train Service, | 404 383 72 |
| 27. Train Supplies and Expenses, | 121 368 66 |
| 28. Switchmen, Flagmen, and Watchmen, | 211 171 77 |
| 29. Telegraph Expenses, | 176 021 08 |
| 30. Station Service, | 695 784 52 |
| 31. Station Supplies, | 51 318 17 |
| 32. Switching Charges—Balance, | |
| 33. Car Per Diem and Mileage—Balance, | 29 711 41 |
| 34. Hire of Equipment—Balance, | |
| Total carried forward, | 4 103 714 90 |

## OPERATING EXPENSES—CONTINUED.

79

| ITEM. | AMOUNT. |
|---|---|
| CONDUCTING TRANSPORTATION—Continued. | |
| Total brought forward, | 41859149 |
| 35. Loss and Damage, | 2376237 |
| 36. Injuries to Persons, | 2517364 |
| 37. Clearing Wrecks, | 1820083 |
| 38. Operating Marine Equipment, | 3478023 |
| 39. Advertising, | 6169942 |
| 40. Outside Agencies, | 22724123 |
| 41. Commissions, | 416982 |
| 42. Stock Yards and Elevators, | 2818646 |
| 43. Rents for Tracks, Yards, and Terminals—Page 47, B, | 5409274 |
| 44. Rents of Buildings and other Property, | 1671887 |
| 45. Stationery and Printing, | 7423789 |
| 46. Other Expenses, | 378064 |
| TOTAL, | 5118549110 |
| GENERAL EXPENSES: | |
| 47. Salaries of General Officers, | 1064972 |
| 48. Salaries of Clerks and Attendants, | 1600796 |
| 49. General Office Expenses and Supplies, | 1705797 |
| 50. Insurance, | 8485420 |
| 51. Law Expenses, | 9682338 |
| 52. Stationery and Printing (General Offices), | 1633044 |
| 53. Other Expenses, | 4200796 |
| TOTAL, | 3236463 |
| RECAPITULATION OF EXPENSES: | |
| 54. Maintenance of Way and Structures, | 16757355 |
| 55. Maintenance of Equipment, | 17742037 |
| 56. Conducting Transportation, | 51185491 |
| 57. General Expenses, | 3236463 |
| GRAND TOTAL, | 92250611 |
| PERCENTAGE OF EXPENSES TO EARNINGS—ENTIRE LINE, | |
| OPERATING EXPENSES—STATE OF FLORIDA, | |
| Maintenance of Way and Structures, | 4834345 |
| Maintenance of Equipment, | 5118383 |
| Conducting Transportation, | 14527625 |
| General Expenses, | 1310857 |
| TOTAL, | 26271625 |
| PERCENTAGE OF EXPENSES TO EARNINGS—FLORIDA, | 8278 |

Orch 69

80

## RENTALS PAID.

### A. RENTS PAID FOR LEASE OF ROAD.

| NAME OF ROAD. | INTEREST ON BONDS GUARANTEED. | DIVIDENDS ON STOCK GUARANTEED. | CASH. | TOTAL. |
|---|---|---|---|---|
| Control of Ala. Ry | | | 433000 | 433000 00 |
| Wilmington Ry. Bridge | 3425 00 | | | 3425 00 |
| TOTAL RENTS—A. [For entry on page 51 (or 53).] | 3425 00 | | 433000 | 1872500 |

### B. RENTS PAID FOR LEASE OF TRACKS, YARDS, AND TERMINALS.

| DESIGNATION OF PROPERTY. | SITUATION OF PROPERTY LEASED. | NAME OF COMPANY OWNING PROPERTY LEASED. | ITEM. | TOTAL. |
|---|---|---|---|---|
| TRACKS: | | | | |
| Water Works Track | Montgomery, Ala | Cent. of Ga. Ry | 137348 | |
| A. V. & A. R.R. | Sanford " | A. V. & A. R.R. | 156100 | |
| TOTAL, | | | | 293448 |
| YARDS: | | | | |
| Ef. Track | Lake City, Fla. | A. C. L. R.R. | 20738 | |
| " | Gainesville " | N. F. & Gulf " | 4200 | |
| Track to Turn Table | Durham, N.C. | N. & W. " | 7800 | |
| TOTAL, | | | 70938 | 20738 |
| TERMINALS: Freight Depot | Albany Ga | Albany & Nor. Ry. | 105000 | |
| Pass. Station | Tallahassee Fla. | Tall. Thom. Co. Ry | 7408 00 | |
| Terminal Facilities | Edmund Ga. | Cent. of Ga. | 194218 | |
| Terminal & Pass. Facilities | Chattahoochee Fla. | Ga. Ala. Ry. | 15176 | |
| " " " | Atlanta " | Ga. Ala. Ry. Co. | 1777726 | |
| Freight Station | " | N. C. & St. L. R.R. | 1233333 | |
| " " | Montgomery Ala. | " " " | 133333 | |
| Columbus " R.R. | Savannah Ga. | Savannah, Fla. & W. R.R. | 207288 | |
| Terminal Facilities | Edmund Ga. | Edmund Ry. | 81250 00 | |
| Wharfage | Savannah " | Cent. of Ga. Ry. | 22333 | |
| TOTAL, | | | | 564285 |
| | | GRAND TOTAL RENTS—B, [For entry on page 45, item 45.] | | 3407274 |

COMPARATIVE GENERAL BALANCE SHEET.

| JUNE 30, 1903. ITEM. | JUNE 30, 1903. TOTAL. | ASSETS. | JUNE 30, 1904. ITEM. | JUNE 30, 1904. TOTAL. | YEAR ENDING JUNE 30, 1904. INCREASE. | YEAR ENDING JUNE 30, 1904. DECREASE. |
|---|---|---|---|---|---|---|
| | 33233200 60 | Cost of Road—Page 27, | | 46803784 67 | 1357078407 | |
| | 6902997 58 | Cost of Equipment—Page 29, | | 7443637 88 | 540640 30 | |
| | 7864283948 | Stocks Owned—Page 37, | | 6658118285 | | 1206165663 |
| | 336132 50 | Bonds Owned—Page 39, | | 5327339 23 | 1768007 73 | |
| | | Other Permanent Investments, | | | | |
| | 108 60 000 | Leasehold Interest in Wilmington Ry Bridge | | 108 30 000 | | |
| | | Lands Owned, | | | | |
| | 2602 88 247 | Cash and Current Assets—Page 23, | | 2278 00 655 | | 324 87 592 |
| | | OTHER ASSETS: | | | | |
| | | Equipment Trusts, | | 812 75 000 | 812 75 000 | |
| | 752 62 751 | Materials and Supplies, | | 697 01 040 | | 55 61 711 |
| | | Sinking Fund, | | | | |
| | 1493 61 67 | Sundries, | | 1570 04 804 | 1420 68 237 | |
| | | Profit and Loss—Page 31 (or 33), | | | | |
| | 1257 53 73433 | GRAND TOTAL, | | 1316 24 45263 | 58 70 71 829 | |

81 49

COMPARATIVE GENERAL BALANCE SHEET—CONTINUED.

| JUNE 30, 1903. ITEM. | JUNE 30, 1903. TOTAL. | LIABILITIES. | JUNE 30, 1904. ITEM. | JUNE 30, 1904. TOTAL. | YEAR ENDING JUNE 30, 1904. INCREASE. | YEAR ENDING JUNE 30, 1904. DECREASE. |
|---|---|---|---|---|---|---|
| | 6250000000 | Capital Stock- -Page 17, | | 6250000000 | ✓ | |
| | 5514170110 | Funded Debt—Page 23, | | 6151734789 | 636964679 | |
| | 315921579 | Current Liabilities—Page 23, | | 327787038 | 11865459 | |
| | | Real Estate Mortgages, | | | | |
| | 26816587 | Accrued Interest on Funded Debt not yet payable, | | 31637257 | 4822670 | |
| | 14518320 | Assessed Taxes not yet payable | | 32100000 | 17581680 | |
| | 3061821 | Reserve for acquiring outstanding Capital Stock of proprietary Companies | | 9855963 | | 2076858 |
| | 10850000 | Wilmington Rp. Bridge Bonds | | 10850000 | | |
| | | Reserve Funds | | 51578773 | 51578773 | |
| | 24712795 | Sundries | | 21514290 | | 2998505 |
| | 1047488741 | Profit and Loss—Page 31 (or 33), | | 799551532 | | 84793589 |
| | 12575373433 | GRAND TOTAL, | | 13102045263 | 588071829 | |

Here present statements as follows: 1. All Extensions of Road put in Operation. 2. Decrease in Mileage by Line Abandoned or Line Straightened. 3. All other important Physical Changes. 4. All Leases taken or surrendered. 5. All Consolidations or Reorganizations effected. 6. All new Stocks issued. 7. All new Bonds issued. 8. All other important Financial Changes.

1 None
2 "
3 "
4 "
5 "
6 "
7 see page 5 - No. 8 page 19
8 Page 19- During the year 5000000 of 3 year 5% Gold Bonds were issued to retire temporary loans and advance funds to the Atlanta & Birmingham R. L. Ry. for completion of road.
Page 49- A new car trust was made during the year.

SECURITY FOR FUNDED DEBT—PAGE 23.

| CLASS OF BOND OR OBLIGATION. | WHAT ROAD MORTGAGED. FROM— | TO— | MILES. | AMOUNT OF MORTGAGE PER MILE OF LINE. | WHAT EQUIPMENT MORTGAGED. | WHAT INCOME MORTGAGED. | WHAT SECURITIES MORTGAGED. |
|---|---|---|---|---|---|---|---|
| 1st Mtge S.U.L. 4% Bonds | | | | | | | |
| Refunding Cal Pac. 5% " | | | | | | | |
| 1st Mtge R.R. & T.R. 6% " | | | | | | | |
| 1st " R. & G. 6% " | | | | | | | |
| 1st " F. & N. 6% " | | | | | | | |
| 1st " R. & A.L. " " | Main Line and | | ~~235425~~ 255425 | ~~2273662~~ 2273662 | all All | None | Stocks and Bonds of Proprietary Companies |
| 1st " Cen Cent 4% " | Main Line and | | | | | | |
| 1st " G.C. & N. 5% " | Branches as returned | | | | | | |
| 1st " G.V. & P. Consol " " | on page 9 | | | | | | |
| 1st " T. C. & P. " " | | | | | | | |
| 1st " " L.G. & W " " | | | | | | | |
| 1st " " Consol " " | | | | | | | |
| 1st " G.V. & Imp Co. " " | | | | | | | |
| 1st " Imp. Bond " " | | | | | | | |
| Col Trust 3 Yr. " | | | | | | | |

84 57

## EMPLOYEES AND SALARIES—STATE OF FLORIDA.

85

| CLASS. | NUMBER. | TOTAL NUMBER OF DAYS WORKED. | TOTAL YEARLY COMPENSATION. | AVERAGE DAILY COMPENSATION. |
|---|---|---|---|---|
| General Officers, | 3 | 1483 | 2930430 | 1973 |
| Other Officers, | 8 | 3511 | 2574080 | 733 |
| General Office Clerks, | 123 | 42456 | 8674963 | 204 |
| Station Agents, | 120 | 40802 | 6880312 | 167 |
| Other Station Men, | 256 | 118142 | 14332464 | 121 |
| Enginemen, | 118 | 34608 | 13843310 | 400 |
| Firemen, | 155 | 34608 | 5234173 | 151 |
| Conductors, | 69 | 21329 | 6399470 | 300 |
| Other Trainmen, | 228 | 37936 | 5972590 | 115 |
| Machinists, | 107 | 37360 | 8228235 | 220 |
| Carpenters, | 20 | 11741 | 2236722 | 191 |
| Other Shopmen, | 346 | 102693 | 15617975 | 152 |
| Section Foremen, | 124 | 44617 | 7423763 | 166 |
| Other Trackmen, | 605 | 188890 | 17772178 | 94 |
| Switch Tenders, Crossing Tenders, and Watchmen, | 117 | 43543 | 6041492 | 139 |
| Telegraph Operators and Dispatchers, | 46 | 18926 | 3590921 | 190 |
| Employees—account Floating Equipment, | 6 | 218 | 40232 | |
| All other Employees and Laborers, | 216 | 87852 | 13754125 | 157 |
| TOTAL (Including "General Officers")—FLORIDA, | 2675 | 884659 | 141547495 | 160 |
| Less "General Officers," | 5 | 1483 | 2930430 | 1973 |
| TOTAL (Excluding "General Officers")—FLORIDA, | 2670 | 883174 | 138617065 | 157 |
| DISTRIBUTION OF ABOVE: | | | | |
| General Administration, | 138 | 47452 | 14177473 | 299 |
| Maintenance of Way and Structures, | 729 | 233507 | 25195961 | 108 |
| Maintenance of Equipment, | 477 | 151734 | 26082932 | 172 |
| Conducting Transportation, | 1331 | 451966 | 76059129 | 168 |
| TOTAL (Including "General Officers")—FLORIDA, | 2675 | 884659 | 141547495 | 160 |
| Less "General Officers," | 5 | 1483 | 2930430 | 1973 |
| TOTAL (Excluding "General Officers")—FLORIDA, | 2670 | 883174 | 138617065 | 157 |
| TOTAL (Including "General Officers")—ENTIRE LINE, | 9269 | 3069531 | 491233225 | 160 |

# TRAFFIC AND MILEAGE STATISTICS—STATE OF FLORIDA.

86

| ITEM. | COLUMN FOR NUMBER PASSENGERS, TONNAGE, CAR MILEAGE, NUMBER CARS, ETC. | COLUMNS FOR REVENUE AND RATES. DOLLARS. | CTS. | MILLS. |
|---|---|---|---|---|
| **PASSENGER TRAFFIC:** | | | | |
| 1. Number of passengers carried earning revenue, | 693356 | | | |
| 2. Number of passengers carried one mile, | 32450909 | | | |
| 3. Number of passengers carried one mile per mile of road, | 43039 | | | |
| 4. Average distance carried,* miles, | 4680 | | | |
| 5. Total passenger *revenue*—Page 35, | | 7600323 | 2 | |
| 6. Average amount received from each passenger,† | | | 10 | 961 7 |
| 7. Average receipts per passenger per mile,† | | | 02 | 342 |
| 8. Total passenger *earnings*—Page 35, | | 9301601 | 7 | |
| 9. Passenger *earnings* per mile of road,* | | 12336 | 3 | |
| 10. Passenger *earnings* per train mile,† | | | 75 | 156 |
| **FREIGHT TRAFFIC:** | | | | |
| 11. Number of tons carried of freight earning revenue—Page 63, | 1745213 | | | |
| 12. Number of tons carried one mile, | 223673273 | | | |
| 13. Number of tons carried one mile per mile of road, | 29665 | | | |
| 14. Average distance haul of one ton,* miles, | 128 1 7 | | | |
| 15. Total freight *revenue*—Page 35, | | 20953799 | 4 | |
| 16. Average amount received for each ton of freight,† | | 1200 | 66 | |
| 17. Average receipts per ton per mile,† | | | 00 | 937 |
| 18. Total freight *earnings*—Page 35, | | 2174684 | 89 | |
| 19. Freight *earnings* per mile of road,* | | 28824 | | |
| 20. Freight *earnings* per train mile,† | | | 139 | 310 |
| **TOTAL TRAFFIC:** | | | | |
| 21. Gross earnings from operation—Page 35, | | 3168419 | 14 | |
| 22. Gross earnings from operation per mile of road,* | | 4202 | 20 | |
| 23. Gross earnings from operation per train mile,† | | | 1340 | 83 |
| 24. Operating expenses—Page 45, | | 2629162 | 95 | |
| 25. Operating expenses per mile of road,* | | 3487 | 00 | |
| 26. Operating expenses per train mile,† | | | 111 | 264 |
| 27. Income from operation—Page 31, | | 539256 | 19 | |
| 28. Income from operation per mile of road,* | | 715 | 20 | |
| **CAR MILEAGE, ETC.:** | | | | |
| 29. Mileage of passenger cars, | 5318131 | | | |
| 30. Average number of passenger cars per train mile,* | 4 53 | | | |
| 31. Average number of passengers per train mile, | 27 | | | |
| 32. Mileage of loaded freight cars—North or East, | 9487865 | | | |
| 33. Mileage of loaded freight cars—South or West, | 6843475 | | | |
| 34. Mileage of empty freight cars—North or East, | 2239645 | | | |
| 35. Mileage of empty freight cars—South or West, | 4989846 | | | |
| 36. Average number of freight cars per train mile,* | 1728 | | | |
| 37. Average number of loaded cars per train mile,* | 1198 | | | |
| 38. Average number of empty cars per train mile,* | 530 | | | |
| 39. Average number of tons of freight per train mile,* | 14406 | | | |
| 40. Average number of tons of freight per loaded car mile,* | 1370 | | | |
| 41. Average mileage operated during year,* | 73399 | | | |
| **TRAIN MILEAGE:** | MILES. | MILES. | | |
| 42. Mileage of revenue passenger trains, | .... .... .... | 999637 | | |
| 43. Mileage of locomotives employed in "helping" passenger trains, | Cannot state | .... .... .... | | |
| 44. Percentage of "helping" to revenue train mileage,* per cent, | " | .... .... .... | | |
| 45. Mileage of revenue mixed trains, | .... .... .... | 190482 | | |
| 46. Mileage of revenue freight trains, | .... .... .... | 1172971 | | |
| 47. Mileage of locomotives employed in "helping" mixed and freight trains, | " | .... .... .... | | |
| 48. Percentage of "helping" to revenue train mileage,* per cent, | " | .... .... .... | | |
| 49. TOTAL REVENUE TRAIN MILEAGE, | .... .... .... | 2362990 | | |
| 50. Mileage of nonrevenue trains, | .... .... .... | 90758 | | |

* Two (2) decimal figures required. † Five (5) decimal figures required.

## TRAFFIC AND MILEAGE STATISTICS—ENTIRE LINE.

87

| ITEM. | COLUMN FOR NUMBER PASSENGERS, TONNAGE, CAR MILEAGE, NUMBER CARS, ETC. | COLUMNS FOR REVENUE AND RATES. Dollars. | Cts. | Mills. |
|---|---|---|---|---|
| **PASSENGER TRAFFIC:** | | | | |
| 1. Number of passengers carried earning revenue, | 2400813 | | | |
| 2. Number of passengers carried one mile, | 112364644 | | | |
| 3. Number of passengers carried one mile per mile of road, | 43036 | | | |
| 4. Average distance carried,* miles, | 4680 | | | |
| 5. Total passenger *revenue*—Page 35, | | 2631690 | 88 | |
| 6. Average amount received from each passenger,† | | | 109 | 617 |
| 7. Average receipts per passenger per mile,† | | | 02 | 342 |
| 8. Total passenger *earnings*—Page 35, | | 3254711 | 64 | |
| 9. Passenger *earnings* per mile of road,* | | 124635 | | |
| 10. Passenger *earnings* per train mile,† | | | | 78780 |
| **FREIGHT TRAFFIC:** | | | | |
| 11. Number of tons carried of freight earning revenue—Page 63, | 5157025 | | | |
| 12. Number of tons carried one mile, | 774491741 | | | |
| 13. Number of tons carried one mile per mile of road, | 269630 | | | |
| 14. Average distance haul of one ton,* miles, | 150 18 | | | |
| 15. Total freight *revenue*—Page 35, | | 9117719 | 82 | |
| 16. Average amount received for each ton of freight,† | | | 176 | 802 |
| 17. Average receipts per ton per mile,† | | | 01 | 177 |
| 18. Total freight *earnings*—Page 35, | | 9269138 | 72 | |
| 19. Freight *earnings* per mile of road,* | | 355007 | | |
| 20. Freight *earnings* per train mile,† | | | 196 | 329 |
| **TOTAL TRAFFIC:** | | | | |
| 21. Gross earnings from operation—Page 35, | | 12729360 | 87 | |
| 22. Gross earnings from operation per mile of road,* | | 487541 | | |
| 23. Gross earnings from operation per train mile,† | | | 135 | 375 |
| 24. Operating expenses—Page 45, | | 9092506 | 61 | |
| 25. Operating expenses per mile of road,* | | 348242 | | |
| 26. Operating expenses per train mile,† | | | 111 | 127 |
| 27. Income from operation—Page 31, | | 3637054 | 26 | |
| 28. Income from operation per mile of road,* | | 139299 | | |
| **CAR MILEAGE, ETC.:** | | | | |
| 29. Mileage of passenger cars, | 18656762 | | | |
| 30. Average number of passenger cars per train mile, | 433 | | | |
| 31. Average number of passengers per train mile, | 27 | | | |
| 32. Mileage of loaded freight cars—North or East, | 32852717 | | | |
| 33. Mileage of loaded freight cars—South or West, | 23696244 | | | |
| 34. Mileage of empty freight cars—North or East, | 7755063 | | | |
| 35. Mileage of empty freight cars—South or West, | 17277859 | | | |
| 36. Average number of freight cars per train mile,* | 1725 | | | |
| 37. Average number of loaded cars per train mile,* | 1178 | | | |
| 38. Average number of empty cars per train mile,* | 530 | | | |
| 39. Average number of tons of freight per train mile,* | 16406 | | | |
| 40. Average number of tons of freight per loaded car mile,* | 1370 | | | |
| 41. Average mileage operated during year,* | 261097 | | | |
| | MILES. | MILES. | | |
| **TRAIN MILEAGE:** | | | | |
| 42. Mileage of revenue passenger trains, | .... .... .... | 3461347 | | |
| 43. Mileage of locomotives employed in "helping" passenger trains, | Cannot state | .... .... .... | | |
| 44. Percentage of "helping" to revenue train mileage,* per cent, | " " | .... .... .... | | |
| 45. Mileage of revenue mixed trains, | .... .... .... | 659563 | | |
| 46. Mileage of revenue freight trains, | .... .... .... | 4061184 | | |
| 47. Mileage of locomotives employed in "helping" mixed and freight trains, | Cannot State | .... .... .... | | |
| 48. Percentage of "helping" to revenue train mileage,* per cent, | " " | .... .... .... | | |
| 49. TOTAL REVENUE TRAIN MILEAGE, | .... .... .... | 8182099 | | |
| 50. Mileage of nonrevenue trains, | .... .... .... | 314950 | | |

* Two (2) decimal figures required. † Five (5) decimal figures required.

88

## FREIGHT TRAFFIC MOVEMENT—STATE OF FLORIDA.

(COMPANY'S MATERIAL EXCLUDED.)

| | COMMODITY. | FREIGHT ORIGINATING ON THIS ROAD. | FREIGHT RECEIVED FROM CONNECTING ROADS AND OTHER CARRIERS. | TOTAL FREIGHT TONNAGE. | |
|---|---|---|---|---|---|
| | | WHOLE TONS. | WHOLE TONS. | WHOLE TONS. | PER CENT. |
| Products of Agriculture. | Grain, | 25606 | 22006 | 47612 | 2.73 |
| | Flour, | 11783 | 12396 | 24179 | 1.39 |
| | Other Mill Products, | 6310 | 15001 | 21311 | 1.22 |
| | Hay, | 7038 | 14178 | 21216 | 1.22 |
| | Tobacco, | 910 | 201 | 1111 | .06 |
| | Cotton, | 6383 | 3987 | 10370 | .61 |
| | Fruit and Vegetables, | 37763 | 23737 | 61700 | 3.54 |
| | Melons | 21030 | 601 | 21631 | 1.23 |
| | Peanuts | 262 | 95 | 357 | .01 |
| Products of Animals. | Live Stock, | 710 | 882 | 1592 | .09 |
| | Dressed Meats, | 61 | 1112 | 1173 | .07 |
| | Other Packing-House Products, | 4574 | 4829 | 9423 | .54 |
| | Poultry, Game, and Fish, | 438 | 331 | 769 | .04 |
| | Wool, | 101 | 12 | 113 | .01 |
| | Hides and Leather, | 763 | 76 | 839 | .05 |
| Products of Mines. | Bullets & Canon Anthracite Coal, | 7965 | 902 | 8867 | .51 |
| | Bituminous Coal, | 2251 | 12678 | 14929 | .86 |
| | Coke, | 695 | 1361 | 1756 | .11 |
| | Ores, | 56 | 8 | 64 | .01 |
| | Stone, Sand, and other like articles; | 14913 | 8392 | 13405 | .76 |
| | Phosphate | 33276 | 296874 | 329266 | 18.87 |
| | Salt | 4576 | 821 | 5397 | .31 |
| Products of Forests. | Lumber, & Staves | 370765 | 202638 | 573403 | 32.85 |
| | Logs & Ties | 73532 | 22062 | 95594 | 5.45 |
| | Shingles & Slabs | 26886 | 3500 | 30386 | 1.74 |
| Manufactures. | Petroleum and other Oils, | 6534 | 4073 | 10607 | .61 |
| | Sugar, | 2028 | 965 | 2993 | .17 |
| | Naval Stores, | 127237 | 38031 | 165270 | 9.48 |
| | Iron, Pig and Bloom, | 40 | 401 | 441 | .03 |
| | Iron and Steel Rails, | 2201 | 903 | 3104 | .18 |
| | Other Castings and Machinery, | 2818 | 4073 | 6891 | .39 |
| | Bar and Sheet Metal, | 2936 | 1901 | 4837 | .28 |
| | Cement, Brick, and Lime, | 32578 | 21276 | 53854 | 3.08 |
| | Agricultural Implements, | 123 | 220 | 343 | .02 |
| | Wagons, Carriages, Tools, etc., | 306 | 518 | 824 | .05 |
| | Wines, Liquors, and Beers, | 987 | 5013 | 6000 | .34 |
| | Household Goods and Furniture, | 2523 | 1278 | 3801 | .16 |
| Merchandise, | Furniture | 2766 | 4077 | 6743 | .386 |
| | Cotton Factory Products | 329 | 478 | 807 | .05 |
| | Bagging | 124 | 202 | 326 | .04 |
| | | 21727 | 37973 | 59700 | 3.43 |
| Miscellaneous: | Other commodities not mentioned above, | 25074 | 35991 | 61065 | 3.50 |
| | TOTAL TONNAGE—FLORIDA, | 907627 | 837586 | 1745213 | 100.00 |
| | TOTAL TONNAGE—ENTIRE LINE, | 3068091 | 2088934 | 5157025 | 100.00 |

## MILEAGE.

### A. MILEAGE OF ROAD OPERATED (All Tracks).

| LINE IN USE. | LINE REPRESENTED BY CAPITAL STOCK. | | LINE OF PROPRIETARY COMPANIES. | LINE OPERATED UNDER LEASE. | LINE OPERATED UNDER CONTRACT, ETC. | LINE OPERATED UNDER TRACKAGE RIGHTS. | TOTAL MILEAGE OPERATED. | NEW LINE CONSTRUCTED DURING YEAR. | RAILS. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | MAIN LINE. | BRANCHES AND SPURS. | | | | | | | IRON. | STEEL. |
| Miles of single track, | 253270 | 1522 | | 5765 | 240 | 300 | 261097 | | 5707 | 255090 |
| Miles of second track, | | | | | | | | | | |
| Miles of third track, | | | | | | | | | | |
| Miles of fourth track, | | | | | | | | | | |
| Miles of yard track and sidings, | 37218 | | | 1737 | | | 38955 | 2227 | 9916 | 29039 |
| TOTAL MILEAGE OPERATED (All Tracks). | 290488 | 1522 | | 7502 | 240 | 300 | 300052 | 2227 | 15623 | 284429 |

### B. MILEAGE OF LINE OPERATED BY STATES AND TERRITORIES (Single Track).

| STATE OR TERRITORY. | LINE REPRESENTED BY CAPITAL STOCK. | | LINE OF PROPRIETARY COMPANIES. | LINE OPERATED UNDER LEASE. | LINE OPERATED UNDER CONTRACT, ETC. | LINE OPERATED UNDER TRACKAGE RIGHTS. | TOTAL MILEAGE OPERATED. | NEW LINE CONSTRUCTED DURING YEAR. | RAILS. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | MAIN LINE. | BRANCHES AND SPURS. | | | | | | | IRON. | STEEL. |
| Virginia | 15750 | | | | | | 15750 | | | 15750 |
| North Carolina | 62057 | 354 | | | 240 | | 62551 | | 2708 | 57843 |
| South Carolina | 34088 | 320 | | 5765 | | 300 | 34088 | | | 34088 |
| Georgia | 58584 | 500 | | 5765 | | 300 | 65149 | | | 64849 |
| Alabama | 8160 | | | | | | 8160 | | | 8160 |
| Florida | 74631 | 768 | | | | | 75399 | | 2999 | 72400 |
| TOTAL MILEAGE OPERATED (Single Track). | 253270 | 1522 | | 5765 | 240 | 300 | 261097 | | 5707 | 255090 |

### C. MILEAGE OF LINE OWNED BY STATES AND TERRITORIES (Single Track).

| STATE OR TERRITORY. | LINE REPRESENTED BY CAPITAL STOCK. | | | TOTAL MILEAGE OWNED. | NEW LINE CONSTRUCTED DURING YEAR. | RAILS. | | REMARKS. |
|---|---|---|---|---|---|---|---|---|
| | MAIN LINE. | BRANCHES AND SPURS. | | | | IRON. | STEEL. | |
| Virginia | 15750 | | | 15750 | | | 15750 | |
| North Carolina | 62057 | 354 | | 62411 | | 2708 | 59603 | |
| South Carolina | 34088 | | | 34088 | | | 34088 | |
| Georgia | 58584 | 500 | | 59084 | | | 59084 | |
| Alabama | 8160 | | | 8160 | | | 8160 | |
| Florida | 74831 | 1201 | | 76032 | | 2999 | 73033 | * Includes Turkey Creek Spur, Turkey Creek to Durant 4.86 miles & 2 miles Amelia Beach Line which are leased |
| TOTAL MILEAGE OWNED (Single Track). | 253476 | 1955 | | 255425 | | 5707 | 249718 | |

67 68

## MILEAGE—STATE OF FLORIDA.

### A. MILEAGE OF ROAD OPERATED (All Tracks).

| LINE IN USE. | LINE REPRESENTED BY CAPITAL STOCK. | | LINE OF PROPRIETARY COMPANIES. | LINE OPERATED UNDER LEASE. | LINE OPERATED UNDER CONTRACT, ETC. | LINE OPERATED UNDER TRACKAGE RIGHTS. | TOTAL MILEAGE OPERATED. | NEW LINE CONSTRUCTED DURING YEAR. | RAILS. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | MAIN LINE. | BRANCHES AND SPURS. | | | | | | | IRON. | STEEL. |
| Miles of single track, | 74631 | 768 | | | | | 75399 | | 2999 | 72400 |
| Miles of second track, | | | | | | | | | | |
| Miles of third track, | | | | | | | | | | |
| Miles of fourth track, | | | | | | | | | | |
| Miles of yard track and sidings, | | | | | | | | | | |
| TOTAL MILEAGE OPERATED (All Tracks). | 74631 | 768 | | | | | 75399 | | 2999 | 72400 |

### B. MILEAGE OF LINE OPERATED BY STATES AND TERRITORIES (Single Track).

| STATE OF FLORIDA. | LINE REPRESENTED BY CAPITAL STOCK. | | LINE OF PROPRIETARY COMPANIES. | LINE OPERATED UNDER LEASE. | LINE OPERATED UNDER CONTRACT, ETC. | LINE OPERATED UNDER TRACKAGE RIGHTS. | TOTAL MILEAGE OPERATED. | NEW LINE CONSTRUCTED DURING YEAR. | RAILS. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | MAIN LINE. | BRANCHES AND SPURS. | | | | | | | IRON. | STEEL. |
| | 74631 | 768 | | | | | 75399 | | 2999 | 72400 |
| TOTAL MILEAGE OPERATED (Single Track). | 74631 | 768 | | | | | 75399 | | 2999 | 72400 |

### C. MILEAGE OF LINE OWNED BY STATES AND TERRITORIES (Single Track).

| STATE OF FLORIDA | LINE REPRESENTED BY CAPITAL STOCK. | | | TOTAL MILEAGE OWNED. | NEW LINE CONSTRUCTED DURING YEAR. | RAILS. | | REMARKS. |
|---|---|---|---|---|---|---|---|---|
| | MAIN LINE. | BRANCHES AND SPURS. | | | | IRON. | STEEL. | |
| | 74831 | 1201 | | 76032 | | 2999 | 73033 | |
| TOTAL MILEAGE OWNED (Single Track). | 74831 | 1201 | | 76032 | | 2999 | 73033 | |

## TAXES AND ASSESSMENTS OF ALL KINDS.

### A. FOR REPORTING COMPANY'S OWNED AND PROPRIETARY LINES.

| STATE OR TERRITORY. | AD VALOREM TAX. | | SPECIFIC TAX. | | | ON PROPERTY OWNED, NOT USED IN OPERATION, AND MISCELLANEOUS. | INTERNAL REVENUE. U. S. GOVERNMENT. | TOTAL. |
|---|---|---|---|---|---|---|---|---|
| | On the Value of Real and Personal Property. | On the Value of Stocks or Bonds; or on Valuation based on Earnings, Dividends, or other Results of Operation. | On Stocks, Bonds, Loans, Etc. | On Gross or Net Earnings, Revenue, or Dividends. | On Traffic, or some Physical Quality of Property Operated, or on Privilege. | | | |
| Virginia | 2026357 | | | 1193509 | | | | 3219866 |
| North Carolina | 12483538 | | | | 310500 | | | 12794038 |
| South Carolina | 6773715 | | | | | | | 6773715 |
| Georgia | 13322672 | | | | | | | 13322672 |
| Alabama | 1646790 | | | 19211 | | | | 1666001 |
| Florida | 15421195 | | | | | | | 15421195 |
| TOTAL., | 51874269 | | | 1212720 | 310500 | | | 53397489 |

### 3. FOR REPORTING COMPANY'S LEASED AND OPERATED LINES.

| NAME OF ROAD. | AD VALOREM TAX. | | SPECIFIC TAX. | | | ON PROPERTY OWNED, NOT USED IN OPERATION, AND MISCELLANEOUS. | INTERNAL REVENUE. U. S. GOVERNMENT. | TOTAL. |
|---|---|---|---|---|---|---|---|---|
| | On the Value of Real and Personal Property. | On the Value of Stocks or Bonds; or on Valuation based on Earnings, Dividends, or other Results of Operation. | On Stocks, Bonds, Loans, Etc. | On Gross or Net Earnings, Revenue, or Dividends. | On Traffic, or some Physical Quality of Property Operated, or on Privilege. | | | |
| None | | | | | | | | |
| TOTAL, | | | | | | | | |

OATH.

92

State of Virginia }
City } ss:
County of Portsmouth }

WE, THE UNDERSIGNED, J. M. Barr, President,
and T. W. Roby, Comptroller,
of the Seaboard Air Line Railway ~~Company~~,
on our oath do severally say that the foregoing return has been prepared, under our direction, from the original books, papers, and records of said Company; that we have carefully examined the same, and declare the same to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, to the best of our knowledge, information, and belief; and we further say that no deductions were made before stating the gross earnings or receipts herein set forth, except those shown in the foregoing accounts; and that the accounts and figures contained in the foregoing return embrace all of the financial operations of said Company during the period for which said return is made.

J. M. Barr
President.
(Or other Chief Officer.)

T. W. Roby
~~Treasurer~~ Comptl.
(Or other Officer in charge of the Accounts.)

SUBSCRIBED AND SWORN TO before me
this 30 day of September, 1904.

John A. Boatwright, Notary Public
My term as Notary Public Expires Feb. 19. 1908

I hereby certify that this is a case in which by the laws of Virginia, no tax is required upon the seal.
Jno. A. Boatwright, Notary Public.

# TABLE OF CONTENTS.


| | PAGE. |
|---|---|
| History, | 3 |
| Organization, | 5 |
| Officers, | 7 |
| Property Operated—State named [For Roads making Operating Reports], | 9A |
| Property Operated [For Roads making Operating Reports]: | |
| Name of every Railroad the Operations of which are included in the Income Account—Page 31, | 9, 11 |
| Name of all Coal, Bridge, Canal, or other Properties, the Earnings and Expenses of which affect the General Balance Sheet—Pages 49 and 51, | 11 |
| Property Leased or otherwise Assigned for Operation [For Roads not making Operating Reports], | 13 |
| Property Leased or otherwise Controlled for Operation [For Subsidiary Roads making either Operating Reports or Financial Reports], | 15 |
| Capital Stock, | 17 |
| Funded Debt: | |
| Mortgage Bonds, Miscellaneous Obligations, and Income Bonds, | 19 |
| Equipment Trust Obligations, | 21 |
| Recapitulation of Funded Debt, | 23 |
| Receiver's Certificates, | 23 |
| Current Assets and Liabilities, | 23 |
| Recapitulation: | |
| A.—For Mileage owned by Road making this Report, | 25 |
| B.—For Mileage Operated by Road making this Report (Trackage Rights excluded), the Operations of which are included in the Income Account—Page 31, | 25 |
| Cost of Road, Equipment, and Permanent Improvements, | 27, 29 |
| Income Account [For Roads making Operating Reports], | 31 |
| Income Account [For Roads not making Operating Reports], | 33 |
| Earnings from Operation, | 35 |
| Stocks Owned, | 37 |
| Bonds Owned, | 39 |
| Rentals Received: | |
| Rents Received from Lease of Tracks, Yards, and Terminals, | 41 |
| Miscellaneous Income, | 41 |
| Operating Expenses, | 43, 45 |
| Rentals Paid: | |
| A.—Rents Paid for Lease of Road, | 47 |
| B.—Rents Paid for Lease of Tracks, Yards, and Terminals, | 47 |
| Comparative General Balance Sheet, | 49, 51 |
| Important Changes during the Year, | 53 |
| Contracts, Agreements, Etc., | 55 |
| Security for Funded Debt—Page 23, | 57 |
| Employees and Salaries, | 59 |
| Traffic and Mileage Statistics, | 61A, 61 |
| Freight Traffic Movement [Company's Material Excluded], | 63 |
| Description of Equipment, | 65 |
| Mileage: | |
| A.—Mileage of Road Operated (all tracks), | 67 |
| B.—Mileage of Line Operated by States and Territories (single track), | 67 |
| C.—Mileage of Line Owned by States and Territories (single track), | 67 |
| Mileage—State named, | 67B |
| Renewals of Rails and Ties, | 69 |
| Consumption of Fuel by Locomotives, | 69 |
| Accidents to Persons—State named, | 71 |
| Characteristics of Road—State named, | 73, 75 |
| Car Mileage, Paid or Allowed for Rolling Stock not the Property of Railroads nor Consigned for use by Lease, | 77 |
| Taxes and Assessments of All Kinds, | 79 |
| Oath, | 81 |
| Correspondence [For use of Commission only], | 82 |
| Corrections [For use of Commission only], | 83 |
| Memoranda [For use of Commission only]: | |
| A.—Examinations, | 84 |
| B.—Remarks, | 84 |

192-195 And thereupon the said Seaboard Air Line railway to further maintain the issue in its behalf offered in evidence the report of the railroad commission of the State of Florida for the year ending March 1st, A. D. 1904, and the same was filed in evidence and is in the words and figures following, to-wit:

196-206 Report of the Railroad Commission.

Office of the Railroad Commission.

STATE OF FLORIDA,
TALLAHASSEE, March 1, 1904.

To his excellency W. S. Jennings, governor of Fiorida.

SIR: The railroad commissioners of the State of Florida have the honor to submit to you herewith, in accordance with the requirements of the laws of Florida, their seventh annual report for the year ending March 1, 1904.

* * * * * * *

207 Joint Rates.

Probably one of the most important acts of the railroad commission during the year was the adoption of order No. 35, amending rule No. 19, governing joint rates.

Rule 19 of the rules and regulations, prescribed by the *the* commission for the transportation of freight, required that the maximum rate charged on shipments originating and terminating within this State which passed over the whole or parts of two or more roads not under the same control, should be the sum of the local rates for the distance hauled over each road.

While the commission could not see their way clear to order into operation a straight mileage rate for shipments passing over two or more roads, still they were of the opinion that the sum of the local rates was unreasonably high, and it was determined to take the matter up with the railroads with a view of making a reduction. A meeting of the commission was held at Jacksonville on November 17th, 1903, and the railroads were given an opportunity to show cause why rule 19 should not be amended to meet the views of the commission. The railroad companies were represented at this meeting by their traffic officials and protested against any reduction of joint rates, but especially requested that if the commission were determined to reduce these rates, that they except classes L, N, O and P, which classes the representatives of the roads contended were already very low.

After due consideration the commission decided to make this exception and issued their order, No. 35, amending rule 19, fixing the maximum rate on all freights, originating and terminating in this State, except classes L. N. O and P, which pass over the whole of two or more roads, not under the same control, at the sum of the local rates, for the distance hauled, less ten per cent.

208–211 This reduction will amount to a large saving in freight charges to the people of the State.

* * * * * * *

212 "Cannot Prevent Advances.

"There is now no way in which these advances can be prevented. If they are just and reasonable they ought not to be prevented. In cases where the reasonableness of charges is fairly in doubt the benefit of that doubt should be given to the railways; but it is impossible to contemplate with indifference the fact that the results of all the recent improvements in transportation facilities is an increase in the transportation charge, or to remember with indifference that this species of property now possesses the power to tax unjustly every other species of property. If these charges are unreasonable, they are a most insidious means of taking unjustly from the general body of the public for the benefit of the few, and some means should be devised by which this can be prevented."

The foregoing from the Interstate Commerce Commission shows that the raising of interstate rates has been general over the whole United States, and not confined to Florida. There has been a very general raise of interstate rates in Florida, which the railroad commissioners have been unable to prevent. Local rates have not been raised, and in many instances during the past year have been materially reduced. The general raise in interstate rates, however, demonstrates that there would have been a raise in local rates if
213 Florida did not have a railroad commission to restrain and prevent it.

* * * * * * *

214 Merchandise Rates.

In our last annual report we stated in detail the steps that were taken by the commission in ordering into effect a reduction on merchandise rates, to be operated by the Seaboard Air Line and Atlantic Coast Line railroads. The commission's order required that this rate should become effective July 1, 1904. At the appointed time the railroads put the rate into operation.

This reduction affected a large part of all the freights hauled by the Seaboard Air Line and Atlantic Coast Line railroads in Florida. For distances of 150 miles and over 140 miles the reduction on such articles as shoes, books, medicines, not otherwise specified, and mowing machines was 10 cents per 100 pounds. On bedsteads and bureaus, 7 cents per 100 pounds; on corn mills and cane mills, hoes and plow handles, 3 cents per 100 pounds; on brick in less than carload quantities, 8 cents per 100 pounds, and on lumber in less than carload quantities, 4 cents per 100 pounds; on bacon and hams packed in wood, 1 cent per 100 pounds. On corn and oats, 2 cents per 100 pounds; on flour, 4 cents per barrel; on household goods and live stock, $3.00 per carload.

The above is given to show how the reduction affects a few staple articles for a certain distance. The reduction is about the same for all distances between points on the lines of the above named railroads, and affects practically all articles in less than carload quantities, and a few in carload quantities.

The above figures show the difference between the rate formerly authorized by the railroad commission, and the one now prescribed by them for the Atlantic Coast Line and Seaboard Air Line railroads. Between some points in the State, the railroads prior to July 1, 1903, operated what are known as special rates; that is, rates less than those allowed by the commission, so that when railroads were required to put down their rates to those of the commission, at those points where the special rates were in force, the reduction was not as much as given above, and in a very
215–245 few instances the rate was actually raised. While the commission regret that it should have been necessary to raise the rate at any point, yet unless there was competition of some kind to justify it, the commission do not consider these special rates to have been just. The courts have decided that competition is a sufficient reason for a special rate, but where there is none, and where conditions are practically the same, the commission is of the opinion that rates between all points the same distance apart should be alike.

The reduction in merchandise rates, while it may seem small when considered in relation to any one article, yet when we consider that it affects every article of clothing, every article of household furniture and everything that we eat, it can readily be seen what a saving it will be in the aggregate to the people of Florida in the course of a year.

* * * * * * *

246 **Order No. 35.**

**Railroad Commission, State of Florida.**

**Amendment of Rule 19, Governing Joint Rates.**

Due notice having been given to all the railroads doing business wholly or in part within the State of Florida, that there would be a meeting of the railroad commissioners in the city of Jacksonville on the 17th day of November, A. D. 1903, for the purpose of considering the adoption of an amendment to rule 19, governing joint rates, at which time all railroad companies and common carriers would be given an opportunity to be heard and show cause, if any they had, why the proposed amendment should not be adopted.

At the request of the railroad companies the hearing was advanced to 2:30 p. m., November 16th, at the board of trade rooms in the city of Jacksonville, at which time the railroads were given an opportunity to be heard, and the commissioners being satisfied that the proposed amendment was reasonable and just;

It is therefore ordered by the railroad commissioners of the State of Florida, that rule 19 of the rules and regulations of the Florida railroad commission, governing the transportation of freight is hereby amended to read as follows:

247–290 "On all shipments of freights except classes L, N, O, & P, not governed by rule No. 1, originating and terminating in this State, which shall pass over the whole or portions of two or more roads, not under the same control, the maximum rate charged on such shipments shall not be greater than the sum of the local rates on such freights less ten (10) per cent. for the distance hauled over each road. The total rate thus ascertained on such freights from the point of shipment to the point of destination, shall be divided in such proportions between the roads over which such freights pass, so as to give to each road interested in the shipment its local rate less ten (10) per cent. for the distance such shipment is hauled, conditioned upon the initial line delivering the traffic to the delivering road at its nearest junctional point.

On classes L, N, O, & P, the joint rate shall not exceed the sum of the local rates on such freight.

Nothing in this rule shall be construed to prevent the total of any joint rate made under this rule from being divided in such proportions between the roads interested in the same as they may agree upon, but a failure to so agree between the roads interested shall in no way affect the total joint rate to be charged and collected on or work delay in the transportation of such freight, or be subject of appeal to the commission by the roads at interest."

It is further ordered, that the amendment to rule 19 set out above be effective on all the railroads and common carriers doing business wholly or in part within the State of Florida on and after January 20th, 1903.

Done and ordered by the railroad commissioners of the State of Florida, in session at their office in the city of Tallahassee, Florida, this 22nd day of December, A. D. 1903.

(Signed) JEFFERSON B. BROWNE, Chairman.

Attest: R. C. DUNN, Secretary.

292 Gross Earnings from Operation of Railroads in Florida During the Twelve Months Ending June 30, 1903.

| Railroads reporting. | Passenger train earnings. | | | | | Total freight earnings. | Total other earnings. | Total gross earnings from operations. |
|---|---|---|---|---|---|---|---|---|
| | Passenger revenue. | Mail revenue. | Express revenue. | Extra baggage, storage and other items. | Total passenger earnings. | | | |
| Atlantic Coast Line | $751,371 39 | $143,590 05 | $84,761 33 | $7,173 81 | $986,896 58 | $2,246,-89 73 | $98,680 85 | $3,331,967 16 |
| Alabama and Florida Div., L. & N. | 43,813 16 | 3,750 63 | 1,350 28 | 1,026 14 | 49,940 21 | 143,965 16 | 713 18 | 194,618 55 |
| Carrabelle, Tallahassee and Georgia | 20,712 84 | 3,826 52 | 3,245 41 | 290 90 | 28,075 67 | 32,480 48 | 13,723 92 | 74,280 07 |
| Florida East Coast | 788,948 12 | 80,368 20 | 158,717 13 | | 1,028,033 45 | 901,280 18 | 88,893 53 | 2,018,207 16 | |
| Gainesville and Gulf | 10,545 02 | 1,813 24 | 6,510 17 | | 18,868 43 | 39,004 51 | 480 00 | 58,352 94 |
| Georgia, Florida & Alabama | 9,356 42 | 759 05 | 305 86 | | 10,421 33 | 15,095 91 | 297 76 | 25,815 00 |
| Georgia Southern and Florida | 90,782 6- | 7,685 34 | 19,629 73 | 478 61 | 118,576 35 | 118,111 48 | 18,569 38 | 255,257 21 |
| Jacksonville and Southwestern | 10,126 93 | 1,50- 00 | | 46 83 | 11,673 76 | 191,994 70 | 1,252 90 | 204,921 36 |
| Live Oak and Gulf | 998 60 | 757 44 | | | 1,756 04 | 11,570 76 | 1,396 76 | 14,723 56 |
| Pensacola Div. of the L. & N. | 97,660 05 | 4,644 60 | 9,1-5 03 | 1,939 03 | 113,359 71 | 393,790 19 | 29,363 87 | 536,513 77 |
| Pensacola and Atlantic Div. L. & N. | 145,667 23 | 13,956 05 | 9,189 10 | 3,380 -2 | 172,192 80 | 346,199 28 | 4,488 62 | 522,88- 70 |
| Seaboard Air Line | 681,033 44 | 68,260 38 | 80,868 84 | 9,066 68 | 8-9,229 34 | 1,960,731 86 | 46,843 87 | 2,846,805 07 |
| South Georgia | 11,946 08 | 1,792 34 | 137 45 | | 13,875 87 | 44,650 58 | 2,443 02 | 60,969 47 |
| Suwannee and San Pedro | 8,730 33 | 256 23 | 17 18 | | 9,003 74 | 30,645 60 | | 39,649 34 |
| Tavares and Gulf | 1,242 20 | 1,258 12 | 878 69 | | 3,379 01 | 11,092 25 | | 14,471 26 |
| Valdosta Southern | 5,958 -2 | 6-1 60 | | | 6,560 12 | 13,477 65 | | 2-,037 77 |
| Yellow River | 10,538 37 | 698 82 | 133 93 | | 11,371 12 | 76,140 45 | 1,568 23 | 89,0-9 80 |
| St. Johns Terminal Co. | | | | | | 8,301 75 | 74,353 10 | 82,654 85 |
| Totals | $2,689,4-1 37 | $335,518 61 | $374,870 13 | $23,393 42 | $3,423,213 53 | $6,584,922 52 | $383,068 99 | $10,391,205 04 |

| Railroads reporting. | Maintenance of ways and structures. | Maintenance of equipment. | Conducting transportation. | General expenses. | Total operating expenses. | Percentage of operating expenses to gross earnings. |
|---|---|---|---|---|---|---|
| Atlantic Coast Line | $490,299 39 | $353,142 77 | $1,013,414 89 | $93,036 94 | $1,949,893 99 | 58.52 |
| Alabama & Florida Div. L. & N. | 5,081 75 | 3,127 85 | 7,759 06 | 424 09 | 16,392 75 | 71.50 |
| Carrabelle, Tallahassee and Georgia | 15,640 24 | 12,627 41 | 25,330 38 | 10,364 26 | 63,962 29 | 86.11 |
| Florida East Coast | 344,830 13 | 193,578 90 | 732,809 23 | 80,374 52 | 1,351,592 78 | 66.97 |
| Gainesville and Gulf | 10,446 26 | 5,608 52 | 19,834 37 | 6,470 79 | 42,359 94 | 72.10 |
| Georgia, Florida & Alabama | 8,326 73 | 4,765 44 | 14,076 41 | 3,587 18 | 30,755 76 | 115.30 |
| Georgia Southern and Florida | 54,232 14 | 65,813 86 | 101,007 51 | 14,961 49 | 236,015 00 | 92.46 |
| Jacksonville and Southwestern | 33,711 50 | 25,870 80 | 67,091 57 | 11,472 25 | 138,146 12 | 67.41 |
| Live Oak and Gulf | 4,027 23 | 910 91 | 4,915 48 | 1,092 40 | 10,946 02 | 74.34 |
| Pensacola Div. L. & N. | 120,476 00 | 62,851 19 | 176,746 67 | 10,399 05 | 370,472 91 | 69.05 |
| Pensacola and Atlantic Div. L. & N. | 117,995 06 | 74,649 93 | 157,001 18 | 15,104 77 | 364,750 94 | 69.76 |
| Seaboard Air Line | 427,850 16 | 418,122 10 | 1,386,641 18 | 142,513 14 | 2,375,126 58 | 83.43 |
| South Georgia | 1,640 60 | 1,020 79 | 3,795 76 | 1,292 98 | 7,750 13 | 94.00 |
| Suwannee & San Pedro | 6,785 59 | 1,384 15 | 12,017 05 | 2,489 38 | 22,676 17 | 157.20 |
| Tavares and Gulf | 5,360 21 | 2,868 22 | 4,801 62 | 2,478 76 | 15,508 81 | 07.08 |
| Valdosta Southern | 2,689 59 | 436 15 | 4,338 29 | 2,994 58 | 10,458 61 | 52.22 |
| Yellow River | 25,891 70 | 9,838 14 | 42,869 28 | 3,931 76 | 82,530 88 | 92.75 |
| *St. Johns Terminal Co | 9,338 09 | 5,586 87 | 32,303 38 | 5,259 85 | 52,488 19 | 63.50 |
| Totals | $1,684,622 37 | $1,242,204 00 | $3,806,753 31 | $408,248 19 | $7,141,827 87 | |

*From Nov. 1st, 1902 to June 30, 1903.

| Names of railroads. | Miles of main track. | Miles of yard track and siding. | Miles of branches and spurs. | Total mileage operated. |
|---|---|---|---|---|
| Atlantic Coast Line | 896.58 | 159.07 | 332.53 | 1,388.18 |
| Alabama & Florida | 11.85 | 1.07 | ..... | 12.90 |
| Carrabelle, Tallahassee and Georgia | 50.00 | 3.58 | ..... | 53.58 |
| Florida East Coast | 484.95 | 53.94 | ..... | 538.89 |
| Gainesville and Gulf | 48.00 | 2.00 | ..... | 50.00 |
| Georgia, Florida and Alabama | 23.59 | 1.13 | ..... | 24.72 |
| Georgia Southern and Florida | 152.36 | 17.02 | ..... | 169.38 |
| Jacksonville and Southwestern | 85.60 | 6.00 | ..... | 91.60 |
| Live Oak and Gulf | 18.00 | ..... | 2.00 | 20.00 |
| Pensacola Div. of the L. & N | 46.77 | 29.18 | ..... | 75.95 |
| Pensacola and Andalusia | 20.00 | 1.00 | ..... | 21.00 |
| Pensacola and Atlantic Div. L. & N | 160.47 | 10.03 | ..... | 170.50 |
| Pensacola, Alabama and Tennessee | 23.30 | 2.35 | ..... | 25.65 |
| Seaboard Air Line | 746.31 | ..... | 7.68 | 753.99 |
| South Georgia | 12.41 | ..... | ..... | 12.41 |
| Suwannee & San Pedro | 43.00 | ..... | ..... | 43.00 |
| St. Johns Terminal Co | 6.39 | 10.97 | ..... | 17.36 |
| Tallahassee Southeastern | 20.00 | ..... | ..... | 20.00 |
| Tavares and Gulf | 31.64 | 1.38 | ..... | 33.02 |
| Valdosta Southern | 13.00 | ..... | ..... | 13.00 |
| Yellow River railroad | 25.90 | ..... | ..... | 25.90 |
| Total | 2,929.10 | 298.72 | 342.21 | 3,561.03 |

295 And thereupon the said Seaboard Air Line railway announced that it had no further testimony to introduce in the cause, and the State of Florida upon the relation aforesaid, announced that it had no testimony to introduce.

And inasmuch as the said several matters objected to or insisted upon and considered by the court do not appear by the record, the said respondent did, on the 23rd day of December, 1904, during said term, propose this its bill of exceptions, to the Honorable R. F. Taylor, chief-justice of the supreme court of the State of Florida, and request him to sign the same, which is done this 23rd day of December, 1904.

[Seal of the Supreme Court of Florida.]

R. F. TAYLOR, [SEAL.]
Chief-Justice of the Supreme Court
of the State of Florida.

296 I, B. B. Wilson, clerk of the supreme court of the State of Florida, do hereby certify that the foregoing pages numbered from one (1) to two hundred and ninety-five (295) inclusive constitute a true copy of all of the proceedings, of all orders made and of all opinions filed by the supreme court of Florida, and a correct transcript of the record of the judgments rendered by the said supreme court of Florida in the case of The State of Florida *ex rel.* W. H. Ellis as attorney general of said State and J. M. Barrs as special counsel for the railroad commissioners of the State of Florida, vs. Seaboard Air Line Railway, a corporation under the laws of Virginia and North Carolina, as appear upon the files and records of my office; also the original writ of error from the Supreme Court of the United States to the supreme court of Florida in this cause, and the original citation to the defendant in error and acceptances of service thereof, and the original assignment of errors in the Supreme Court of the United States on said writ of error.

Which said transcript, annexed hereto, together with said original writ of error, original citation and original assignment of errors, I hereby certify as and for my full return to said writ of error.

In testimony whereof I have hereunto set my hand and affixed the seal of said supreme court of Florida, at Tallahassee, the capital, this 29th day of December, A. D. 1904.

[Seal Supreme Court of the State of Florida.]

B. B. WILSON,
Clerk Supreme Court, State of Florida.

297 Supreme Court of the United States, October Term, 1905.

SEABOARD AIR LINE RAILWAY, a Corporation under the Laws of the States of Virginia and North Carolina, Plaintiff in Error,
vs.
THE STATE OF FLORIDA *ex Rel.* W. H. ELLIS, as Attorney-General, *et al.*, Defendants in Error.

No. 155, October Term, 1905.

In pursuance of the rules and practice of this court, it is hereby stipulated by and between counsel of record in this case, that all of the record in the above cause shall be printed except the portions thereof as to which it is hereinafter stipulated that there shall be no printing, to-wit:

First. The petition for the alternative writ of mandamus shall not be printed.

Second. None of the report of the Seaboard Air Line railway to the railroad commission of the State of Florida for the year ending June 30th, 1904, and to be found in the bill of exceptions, shall be printed except the following parts thereof, to-wit:

Print pages 1, 9A, 9, 11, page 17 and explanatory remarks to be found on page 16, and to follow page 17 immediately, page 19, page 21 and explanatory remarks on page 20, to follow page 21 immediately, pages 23, 25, 27, 29, 31 and explanatory remarks on page 30, to follow page 31 immediately, pages 33, 35, and 37 and explanatory remarks on page 36 to follow page 37 immediately, page 39 and explanatory remarks on page 38 to follow page 39 immediately, pages 41, 43, 45, 47, 49, 51, 53, 57, 59, 61A, 61, 63, 67, 67B, 79 and 81.

Third. None of the report of the railroad commission of the State of Florida for the year ending March 1st, A. D. 1904, to be found in the bill of exceptions in said cause, shall be printed, except that the following parts thereof shall be printed, to-wit:

All of page 5, down to but excluding the heading "Complaints." All of pages 16 and 17, beginning with the heading "Joint rates" on page 16, and ending with the word "State," at the end of
298 the second line on page 17. That part of pages 21 and 22, commencing with the heading "Can not prevent advances," on page 21, and ending with the word "it," at the end of the first line on page 22. All of page 23, commencing with the words "Merchandise rates," and all of page 24, down to and including the word "year," at the end of the second paragraph on said page 24. All of pages 56 and 57, commencing with the heading "Order No. 35," on page 56, down to the end of page 57. The three tables of statistics,

including such heading, to be found at the end of such report under the heading "Statistics."

GEO. P. RANEY,
Attorney for Plaintiff in Error.
W. H. ELLIS,
Attorney-General,
J. M. BARRS,
Special Counsel,
Attorneys for Defendants in Error.

Nov. 14th, 1905.

299 [Endorsed:] File No. 19591. Supreme court U. S. October term, 1905. Term No. 155. Seaboard Air Line Railway, P. E. vs. The State of Fla. *ex Rel.* W. H. Ellis att'y gen'l, *et al.* Stipulation to omit parts of record in printing. Filed Nov. 20, 1905.

Endorsed on cover: File No. 19,591. Florida supreme court. Term No. 155. Seaboard Air Line Railway, plaintiff in error, vs. The State of Florida upon the relation of W. H. Ellis, as attorney general of said State, *et al.* Filed January 6th, 1905. File No. 19,591.